

The Governmental Advisory Committee (GAC) has issued advice to the ICANN Board of Directors regarding New gTLD applications. Please see Section II of the [GAC Buenos Aires Communiqué](#) for the full list of advice on individual strings, categories of strings, and strings that may warrant further GAC consideration.

Respondents should use this form to ensure their responses are appropriately tracked and routed to the ICANN Board for their consideration. Complete this form and submit it as an attachment to the ICANN Customer Service Center via your [CSC Portal](#) with the Subject, “[Application ID] Response to Buenos Aires GAC Advice” (for example “1-111-11111 Response to Buenos Aires GAC Advice”). All GAC Advice Responses to the GAC Buenos Aires Communiqué must be received no later than 23:59:59 UTC on 06-January-2014.

Respondent:

Applicant Name	DOTPAY SA
Application ID	1-1750-33973
Applied for TLD (string)	PAY

Response:**Response to II.1.a and II.1.b.**

Dotpay SA was heartened to read section II.1.a of the GAC’s Buenos Aires Communiqué.

Dotpay SA has applied for the .pay TLD with the intent of running an open registry for the TLD. Specifically, the application states (18.a): “The proposed .pay TLD is an open Top Level Domain”. We are committed to running the TLD as an unrestricted registry designed to serve the public interested. Registrants and registrars alike would be required to accept and follow non-discriminatory Acceptable Use Policy and to meet non-discriminatory Eligibility Criteria.

Dotpay SA takes its responsibility in providing a trusted and secure vehicle for professional financial services provider very seriously. We would run .pay as a complete next generation payment solution connecting professional financial services providers, buyers and sellers in a way that is practical and easy for them to use. To truly serve the public interest, it is important to offer services that are as safe as they are accessible. If the service provided is not safe, it will not be used. Likewise, if the service is not accessible enough in the way it is presented and functions, it will not be used.

Dotpay SA has been refining the idea of using the DNS to improve the way online payments can be executed for both users and merchants since long before the new gTLD program. In fact in 2005, two years before the GNSO finalised the set of



recommendations that became the program, Dotpay SA has patented unique technology to achieve this aim in both the US and Russia, and included the outline of a .pay TLD in its ideas (the TLD is mentioned by name in the patent application).

By working to be as open to all as it is safe to use, our .pay carries the potential for a strong new service to be delivered to Internet users worldwide. Our TLD includes authentication measures for both ends of a financial transaction: the merchants selling goods or services online, and the clients buying them. The full TLD supply chain will contribute to maximum security of use. As the registry, we will authenticate payment service providers. We will also work with the new gTLD program's TM protection mechanisms such as the TMCH to safeguard Intellectual Property. As the entities with direct contact to .pay end customers, i.e. domain registrants, registrars will also be involved in the authentication process.

But although Dotpay SA has its roots in the financial industry, our proposal for .pay is as a technical operator only. This is why our system has been constructed to maximise user benefit, whilst leaving the actual financial work to that industry's experts. They will use .pay as authenticated providers, safe in the knowledge that the financial transactions they seek to handle through the TLD will be executed to the highest levels of safety and technical proficiency.

Our response to the GAC's Beijing Advice goes into further details on our technical application of the technology we have developed for .pay:
<http://newgtlds.icann.org/sites/default/files/applicants/23may13/gac-advice-response-1-1750-33973-en.pdf>. We also remain at the GAC's disposal to answer any further questions on the innovative use of the DNS that we hope to have an opportunity to bring to life through .pay.

We are in full agreement with the GAC's Advice for Exclusive Access registries as provided in the Beijing Communiqué (https://gacweb.icann.org/download/attachments/27132037/Beijing%20Communique%20april2013_Final.pdf?version=1&modificationDate=1365666376000&api=v2) and especially that "for strings representing generic terms, exclusive registry access should serve a public interest goal". As highlighted here and described in our previous correspondence to the GAC and application to ICANN, we feel that in the case of .pay, the public interest can only truly be served by an open registry model such as the one we have put forward.

Yet as a small applicant (.pay is our only application), we are in contention with a volume applicant whose view of .pay is as a closed model that serves only itself. When challenged on this by the Beijing GAC Advice, said applicant's only response was that the GAC's desire to look after the public interest was actually an attempt to rewrite the new gTLD program's rules and should therefore not be pursued

(<http://newgtlds.icann.org/sites/default/files/applicants/23may13/gac-advice-response-1-1317-64413-en.pdf>).

As the new gTLD program's processes state that such contention must be resolved through an auction, it is vitally important for TLD projects such as ours to be given a fair chance in that process. As a small applicant, we are guided by an entrepreneur spirit to put innovation and forward thinking to make the ideal of expanding the Internet root for the good of its users a reality. As currently described, the auction process only favors those with the deepest pockets, whether they are committed to the values held dear by the GAC as defenders of the public interest, or not.

Hence we would also like to address clause 1.b of the GAC's

We believe that the current auction policies undermine the commitment by ICANN to "diversity and innovation" and diverge from the "public interest goal" set forth in the GAC's Beijing communiqué, disregarding therefore the value that the new gTLDs could bring to the Internet community and humankind as a whole, and forcing the applicants to compete solely on the strength of their financial power.

We notice, in particular, that the current auction rules

1. Allowing unlimited bids after a sufficiently high deposit has been made;
2. Setting the winning price at the second highest bid;
3. Limiting penalties for defaulting bidders;

being put together create a competitive advantage for a bidder in an auction, where said bidder is the only bidder with the unlimited bidding capability.

The strategy for such a single unlimited bidder would be to make the deposit of USD 2 million, which enables unlimited bidding, and make a bid of USD 20 million, then automatically win and pay only the second highest bid, which will be on average less than USD 5 million, as is known from current statistics. This strategy is really available only to portfolio applicants who by their very nature have overwhelming financial powers.

Effectively, the current auction rules are advantageous for portfolio applicants rather than for small and innovative applicants, which is at odds with the "diversity and innovation" policy.

Detailed analysis

It is known¹ from the auctions already held that average winning prices were in the USD 1.2 - 1.5 million range. This is not significantly less than the USD 2 million deposit that awards bidders an unlimited “bidding limit”, so each powerful applicant will very likely make a USD 2 million deposit, thus gaining unlimited bidding.

If the deposit is less than USD 2,000,000, the bidder may only bid ten times the amount of the deposit. Thus, the highest bid any such bidder can make is 10 x USD 1,999,999 = USD 19,999,990. Therefore the unlimited bidder could make a USD 20 million bid, just USD 10 higher than the highest bid possible for other bidders, and prevail in the auction automatically.

According to the auction rules, the winning bidder will not have to pay the amount of the winning bid, but only the amount of the runner-up bid, which as remarked earlier is bound to be substantially less and, as is known from the current statistics of earlier actions, does not exceed USD 5 million.

Effectively, the unlimited bidder knows in advance and with assurance that the winning price will be at exactly the highest price the financially weaker parties can afford, which minimizes expenditures for the unlimited bidder while guaranteeing success, which seems contrary to the spirit of an auction.

It is seen, therefore, that the current auction rules can be used by power houses as an instrument to win an auction with certainty and without any significant financial penalty. We regard that as an unfair advantage given to single unlimited bidder.

The current rules of defaulting in auctions make this strategy financially feasible even when multiple unlimited bidders participate in an auction, because the maximum penalty will never exceed USD 2 million, even if bids worth tens or hundreds of millions are made by more than one bidder and the winning bidder is in fact unable or unwilling to pay the winning price.

We, therefore, regard that the current auction rules as advantageous for unlimited bidders, which as we remark above, is practically synonymous with portfolio applicants.

Request

The Applicant’s Guidebook indicates that auctions should only be used as a last resort in contention, and advises that contention should be settled “through voluntary agreement among the involved applicants”.

¹ <http://domainincite.com/14182-second-private-auction-nets-1-2m-per-gtld>

However, the current policies and rules do not incentivize applicants to seek a “voluntary agreement among the involved applicants”. As a result of this policy, certain portfolio applicants seem to have neglected the advice to settle contention “through voluntary agreement among the involved applicants” and rely on auctions significantly, if not exclusively.

For example, Amazon EU S.à r.l. is currently scheduled to participate in 34 auctions, out of its 75 active applications, while Charleston Road Registry, Inc. is currently scheduled to participate in 57 auctions, out of its 97 active applications. The numbers of the scheduled actions are still equal to the numbers of the contention sets for these applicants and no indications have been publicly given so far that would suggest that either applicant is negotiating a “voluntary agreement”.

We believe the current situation calls for an action. We specifically request that a policy be established that would discourage an applicant from, or penalize an applicant for resolving contention through auctions routinely.

Such a policy could, for example:

- Require the auction winners to pay their own highest bids rather than the second highest bid, at least if such winner have used the unlimited bidding capability;
- Limit the total number of auctions an applicant (taking affiliation into account) can be party to;
- Limit the total number of auctions an applicant (taking affiliation into account) can be party to at no extra cost. Above this limit, the applicant will be penalized increasingly for each successive auction. Since most, if not all, applicants currently in a large number of contention sets are corporations with significant financial power, the penalties should be such that they are more than a token penalty for them;
- Require portfolio applicants to prove via experts or arbiters approved by ICANN, at their own expense and for each contention set they are party to, that their intended use of the TLD string is aligned with the “public interest goal” and introduces more “diversity” and “innovation” than the intended use by their contenders;
- Require portfolio applicants to prove via experts or arbiters approved by ICANN, at their own expense and for each contention set they are party to, that their intended use of the TLD string is essentially different from the intended use of the other strings they have applied for;
- Inhibit unlimited bidding in auctions where only a single party has made a deposit that would normally allow unlimited bidding;
- Require that the deposits for all the auctions an applicant (taking affiliation into account) intends to participate in must be made before the first auction starts and

held until the last auction finishes.

- Abolish the limit on penalties for defaulting bidders, and introduce a legally binding liability when defaulting on excessive bids.

Response to II.1.c.

The acceptable use policy of the .pay TLD will be consistent with the UN Convention on the Rights of the Child and reasonable precautions will be implemented to protect children.

Response to clause II.1.d: not applicable.

Response to clause II.1.e.

Dotpay SA believes that PAY is a generic term (with further evidence provided below) and that it has been applied for by Amazon EU S.à r.l. that intends to operate the .pay TLD in an “exclusive registry access” mode. However, it is not listed in the Category 2 list of generic-term strings of the GAC Beijing Advice.

We believe, consequently, that the Category 2 list of generic string must be amended to include PAY.

The United States Patent and Trademark Office (USPTO) defines generic terms in TMEP §§1209.01(c) as follows:

Generic terms are terms that the relevant purchasing public understands primarily as the common or class name for the goods or services. *In re Dial-A-Mattress Operating Corp.*, 240 F.3d 1341, 57 USPQ2d 1807, 1811 (Fed. Cir. 2001); *In re American Fertility Society*, 188 F.3d 1341, 1346, 51 USPQ2d 1832, 1836 (Fed. Cir. 1999).

In a less formal description of Trademark basics, USPTO states that “generic words are the common, **everyday name for goods and services** and everyone has the right to use such terms to refer to their goods and services, they are not protectable”² (emphasis added).

USPTO (please refer to supplemental file 85601584.pdf) explains that determining whether a mark is generic requires a two-step inquiry:

² <http://www.uspto.gov/trademarks/basics/BasicFacts.pdf> , page 4.

1. What is the genus of goods and/or services at issue?
2. Does the relevant public understand the designation primarily to refer to that genus of goods and/or services?

In contrast to registered trademarks, generic terms can be ordinary words in a dictionary. Therefore USPTO accepts dictionaries as competent evidence and a source of generic terms. USPTO also generally accepts as competent evidence the material obtained from the Internet (please refer to supplemental file 85601584.pdf).

Dotpay SA further believes that the existing PIC specifications do not fully implement the GAC advice for Category 2 of generic terms, because the current list of Category 2 strings does not include PAY, and because the PIC was not implemented at least for the Application ID 1-1317-64413 for string .pay applied for by Amazon EU S.à r.l.

Dotpay SA has applied for the .pay TLD with the intent of running an open registry for the TLD. Specifically, the application states (18.a): “The proposed .pay TLD is an open Top Level Domain”. Consequently, the application being binding, we are naturally committed to running the TLD as an open registry, and further “public interest commitments” in this respect seem unnecessary.

The application of Amazon EU S.à r.l., on the other hand, explicitly defines the TLD as a closed exclusive-use TLD. To the best of our knowledge, Amazon EU S.à r.l. has not issued Public Interest Commitments nor has it expressed intents to change the use of the .pay TLD to non-exclusive.

The evidence that PAY is a generic term

On the 23rd of August, 2013, USPTO iteratively refused to register “DOT PAY” as a trademark. One of the reasons for refusal was **the USPTO ruling that PAY is a generic term** (please refer to supplemental file 85601584.pdf related to USPTO action for U.S. TRADEMARK APPLICATION NO. 85601584 - DOT PAY issued on 8/23/2013).

Among other materials provided in supplemental material (refer to file 85601584.pdf), USPTO cited as evidence the **Amazon’s web page that is using the term PAY as a generic term** for its Amazon Payments, Amazon Flexible Payments Service:

“Once it is integrated with your website or application, hundreds of millions of Amazon customers will be able to **pay** quickly and easily using the information stored in their Amazon accounts. . . . You can accept payments on your website for selling goods or services, execute recurring payments, and send payments. . . . You'll be notified once the **payment is processed.**” Amazon Payments, Amazon Flexible Payments Service, <http://payments.amazon.com/adui/sdui/business/devfps> (viewed on Aug-22-2013, 12:02

EDT). “Make it easier for hundreds of Amazon customers to **pay** on your site. . . . Use the payment information in your Amazon account to **pay** on sites across the web.” Amazon Payments, <http://payments.amazon.com/> (viewed on Aug-10-2013, 22:08 GM).

As remarked above, USPTO accepts evidence from the Internet.

The string of the .pay TLD domain is derived from the English verb “to pay”, which has been in frequent and common use by English speakers for centuries. In particular the English word “pay” has existed since at least the 13th century and is ultimately derived from the Latin word “pax”, which in itself was developed from the ancient Proto-Indo-European root *pak-/*pag-³, so it can be literally said that the word has existed since time immemorial, and has been in common, everyday use ever since. The concept of “paying” also exists in languages different from the Indo-European family of languages, for example the Sino-Tibetan languages.

The term “payment” is also defined as “an amount of money that you **pay** or receive; the process of **paying** money.” MacMillan Dictionary (2013), <http://education.yahoo.com/reference/dictionary/>. Thus, the term “pay” is the apt name for payment services and the payment services industry is highly competitive and should remain so to drive the cost associated with payments down. (please refer to “Exclusivity for generic term may be a subject for antitrust case” paragraph below).

As remarked above, USPTO accepts dictionaries as competent evidence.

Given the corpus of evidence referenced in this section and in supplemental file 85601584.pdf, Dotpay SA believes that the fact that PAY is a generic term has been established beyond a reasonable doubt.

The evidence that .PAY is claimed for an exclusive registry access

We believe that the application by Amazon EU S.à r.l. for the .pay TLD specifies “exclusive registry access” for the TLD. Specifically, the application states: “Amazon and its subsidiaries will be the only eligible registrants”.

For the avoidance of doubt, the GAC has ruled that the Amazon EU S.à r.l. application for the .store TLD, which is textually identical to the Amazon EU S.à r.l. application for the .pay TLD, is for “exclusive registry access”, hence the application for the .pay TLD by Amazon EU S.à r.l. should also be treated as one “proposing to provide exclusive registry access”.

³ http://www.etymonline.com/index.php?term=peace&allowed_in_frame=0

Because we also find, as explained above, that the word PAY is a generic term, we believe that the .pay TLD should be included in the Category 2 list of generic-term TLDs per the GAC Advice and that Amazon EU S.à r.l. should be required to amend its application for the .pay TLD with a PIC.

Exclusivity is an obstacle for contention resolution

Dotpay SA is currently in contention for the .pay string with Amazon EU S.à r.l. We have found that resolving the contention “through voluntary agreement among the involved applicants” in accordance with the Applicant’s Guidebook is not possible by default because of Amazon EU S.à r.l.’s intent to keep the .pay string for its exclusive use, which eliminates any chance for Dotpay SA to take part in the development of .pay together with Amazon EU S.à r.l. although Dotpay SA is ready to resolve the contention “through voluntary agreement among the involved applicants” through formation of a joint venture.

We believe that such impossibility to resolve the contention “through voluntary agreement among the involved applicants” is a result of inconsistency in ICANN’s approach wherein the .pay string has not been included into the Category 2 list of generic terms, which initially appeared in a non-exhaustive form in the GAC’s Beijing communiqué. This inconsistency lets Amazon EU S.à r.l. forgo a PIC for the .pay TLD enabling Amazon EU S.à r.l. to operate the .pay TLD in an “exclusive registry access” mode, thus making it impossible to agree on a joint development of the generic-term .pay TLD.

We also believe that in other cases of exclusive use of generic strings first of all by portfolio applicants the impossibility to agree on a joined venture will repeat itself. This require ICANN to step in and follow GAC advice in each case requiring the “exclusive registry access” applicants to commit providing public registry access for each particular generic string.

Exclusivity for generic term may be a subject for antitrust case

As cited by USPTO in the provided supplemental material (please refer to file 85601584.pdf) Amazon possess Amazon Payments, Amazon Flexible Payments Service <https://payments.amazon.com/home>.

USPTO advises that the exclusive use of a generic term may “prevent of others from using it to identify potentially competing products or services.”⁴ The exclusive use of generic TLD by an applicant may also limit the ability of its competitors and general public to use the TLD for “competing products and services” which in the case is highly competitive payment services industry and thus may limit the competition that is a subject to EU antitrust regulation including a “refusing to innovate to the prejudice of consumers” (Article 102 of the Treaty⁵ on the Functioning of the European Union) and the US antitrust regulation through the “Single Firm Conduct”⁶ including “Exclusive agreement”⁷ and “Refusal to deal”⁸.

Summary

It is thus anticipated that ICANN further will include the “.pay” string into the Category 2 list of strings and will secure a PIC specification with Amazon EU S.à r.l. for the .pay application filed by Amazon EU S.à r.l.

⁴ <http://www.uspto.gov/trademarks/basics/BasicFacts.pdf> , page 4

⁵ <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:12008E102:EN:NOT>

⁶ <http://www.ftc.gov/tips-advice/competition-guidance/guide-antitrust-laws/single-firm-conduct>

⁷

[http://www.ftc.gov/tips-advice/competition-guidance/guide-antitrust-laws/single-firm-conduct/exclusiv
e-supply-or](http://www.ftc.gov/tips-advice/competition-guidance/guide-antitrust-laws/single-firm-conduct/exclusiv-e-supply-or)

⁸

[http://www.ftc.gov/tips-advice/competition-guidance/guide-antitrust-laws/single-firm-conduct/refusal-d
eal](http://www.ftc.gov/tips-advice/competition-guidance/guide-antitrust-laws/single-firm-conduct/refusal-d-eal)

To: Inspire Commerce, Inc. (Lpearson@exemplarlaw.com)
Subject: U.S. TRADEMARK APPLICATION NO. 85601584 - DOT PAY - N/A
Sent: 8/23/2013 7:35:22 AM
Sent As: ECOM113@USPTO.GOV
Attachments: [Attachment - 1](#)
[Attachment - 2](#)
[Attachment - 3](#)
[Attachment - 4](#)
[Attachment - 5](#)
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**UNITED STATES PATENT AND TRADEMARK OFFICE (USPTO)
OFFICE ACTION (OFFICIAL LETTER) ABOUT APPLICANT'S TRADEMARK APPLICATION**

U.S. APPLICATION SERIAL NO. 85601584

MARK: DOT PAY

85601584

CORRESPONDENT ADDRESS:

LARA PEARSON
EXEMPLAR LAW LLC
3RD FLOOR SUITE 4005 4 FANEUIL HALL

CLICK HERE TO RESPOND TO THIS LETTER
http://www.uspto.gov/trademarks/teas/response_forms.jsp

MARK

ET PLACE
BOSTON, MA 02109

APPLICANT: Inspire Commerce, Inc.

CORRESPONDENT'S REFERENCE/DOCKET NO :

N/A

CORRESPONDENT E-MAIL ADDRESS:

Lpearson@exemplarlaw.com

OFFICE ACTION

STRICT DEADLINE TO RESPOND TO THIS LETTER

TO AVOID ABANDONMENT OF APPLICANT'S TRADEMARK APPLICATION, THE USPTO MUST RECEIVE APPLICANT'S COMPLETE RESPONSE TO THIS LETTER **WITHIN 6 MONTHS** OF THE ISSUE/MAILING DATE BELOW.

ISSUE/MAILING DATE: 8/23/2013

On January 29, 2013, action on this application was suspended pending the disposition of Cancellation No. 92056693. The proceeding has concluded. The registration that was the subject of the proceeding, Registration No. 4129967, remains valid. Accordingly, examination is herein resumed.

Previously, the following refusals were made final:

- 1) Section 2(d) Refusal
- 2) Section 2(e)(1) Refusal
- 3) Sections 1, 2, 3, and 45 Refusal – Failure to Function

Upon further review of this application, the Failure to Function refusal is **withdrawn**.

In response to the previously issued Final Office action, the applicant filed a request for reconsideration that contains substantive argument along with the following statement:

In the event that the Examiner maintains the 2(e) refusal to register and that such refusal is upheld by the Board on appeal, then Applicant respectfully withdraws its disclaimer of PAY and requests that this application instead be amended to seek registration on the Supplemental Register.

The applicant may not amend to the Supplemental Register following appeal. TMEP §816.05. Therefore, this statement is construed as an amendment to the Supplemental Register, provided in the alternative to the substantive argument. TMEP §816.04. This alternative argument presents a new issue, namely, a refusal on the basis that the mark is generic. Accordingly, a new refusal on that basis is now issued in the

alternative to the original Section 2(e)(1) refusal, which is **maintained and continued**.

Additionally, the previously issued Section 2(d) refusal is **maintained and continued**.

Summary of Issues Applicant Must Address

- Section 2(d) Refusal
- Section 2(e)(1) Refusal
- Section 23 Refusal

Section 2(d) Refusal – Likelihood of Confusion

Registration of the applied-for mark was refused because of a likelihood of confusion with the mark in U.S. Registration No. 4129967. Trademark Act Section 2(d), 15 U.S.C. §1052(d); *see* TMEP §§1207.01 *et seq.* See the enclosed registration.

The applicant has applied to register DOT PAY in standard-character form for:

Payment processing services, namely, credit card and debit card transaction processing services; Pre-paid purchase card services, namely, processing electronic payments made through pre-paid cards; Providing electronic processing of ACH and credit card transactions and electronic payments via a global computer network; Stored value card services, in Class 36.

The registered mark is .COMMUNITYPAY in standard-character form for:

banking services, in Class 36.

Trademark Act Section 2(d) bars registration of an applied-for mark that so resembles a registered mark that it is likely that a potential consumer would be confused or mistaken or deceived as to the source of the goods and/or services of the applicant and registrant. *See* 15 U.S.C. §1052(d). The court in *In re E. I. du Pont de Nemours & Co.*, 476 F.2d 1357, 177 USPQ 563 (C.C.P.A. 1973) listed the principal factors to be considered when determining whether there is a likelihood of confusion under Section 2(d). *See* TMEP §1207.01. However, not all the factors are necessarily relevant or of equal weight, and any one factor may be dominant in a given case, depending upon the evidence of record. *Citigroup Inc. v. Capital City Bank Grp., Inc.*, 637 F.3d 1344, 1355, 98 USPQ2d 1253, 1260 (Fed. Cir. 2011); *In re Majestic Distilling Co.*, 315 F.3d 1311, 1315, 65 USPQ2d 1201, 1204 (Fed. Cir. 2003); *see In re E. I. du Pont*, 476 F.2d at 1361-62, 177 USPQ at 567.

In this case, the following factors are the most relevant: similarity of the marks, similarity of the services, and similarity of trade channels of the services. *See In re Dakin's Miniatures Inc.*, 59 USPQ2d 1593 (TTAB 1999); TMEP §§1207.01 *et seq.*

The applicant's request for reconsideration does not include additional argument for this refusal. Therefore, the following is a restatement of the previously provided reasons for the refusal, including the reasons the applicant's previously provided argument was found to be unpersuasive.

Comparison of the Marks

Marks are compared in their entireties for similarities in appearance, sound, connotation, and commercial impression. *In re Viterra Inc.*, 671 F.3d 1358, 1362, 101 USPQ2d 1905, 1908 (Fed. Cir. 2012) (quoting *In*

re E. I. du Pont de Nemours & Co., 476 F.2d 1357, 1361, 177 USPQ 563, 567 (C.C.P.A. 1973)); TMEP §1207.01(b)-(b)(v). Similarity in any one of these elements may be sufficient to find the marks confusingly similar. *In re White Swan Ltd.*, 8 USPQ2d 1534, 1535 (TTAB 1988); *see In re 1st USA Realty Prof'ls, Inc.*, 84 USPQ2d 1581, 1586 (TTAB 2007); TMEP §1207.01(b).

Here, applicant's mark, **DOT PAY**, is confusingly similar to the registered mark, **.COMMUNITYPAY**. Both marks consist of an element that will be pronounced "dot" followed by the term **PAY**. That registrant also includes the term **COMMUNITY** does not obviate the likelihood of confusion because the composite **.COMMUNITYPAY** has the overall impression of a subset of **DOT PAY**. Thus, while purchasers will readily perceive the differences between the marks, they *will not* perceive the differences between the sources of the services. That is, purchasers are likely to conclude that **.COMMUNITYPAY** is a sub-offering of **DOT PAY**, all rendered by the same entity.

To that end, the shared portions of the mark are identical in sound, appearance, meaning and overall commercial impression. Purchasers are likely to pronounce the decimal point in the registered mark as "**dot**" and the term **PAY**, meaning "compensate someone for something" creates the impression of monetary compensation equally in the marks. *See Attachment 2 – MoneyGlossary.com definition of PAY*. While applicant uses the phonetic equivalent of the decimal point in the registered mark, that difference does not change the sound, meaning or overall impression of the mark in a manner that would obviate the likelihood of confusion. *In re White Swan Ltd.*, 8 USPQ2d 1534, 1535 (TTAB 1988); *see In re 1st USA Realty Prof'ls, Inc.*, 84 USPQ2d 1581, 1586 (TTAB 2007); TMEP §1207.01(b)(iv).

Finally, the applied-for mark is phonetically encompassed within the registered mark. Likelihood of confusion is often found where the entirety of one mark is incorporated within another. *See In re Denisi*, 225 USPQ 624, 626 (TTAB 1985)(PERRY'S PIZZA for restaurant services specializing in pizza and PERRY'S for restaurant and bar services); *Johnson Publishing Co. v. International Development Ltd.*, 221 USPQ 155, 156 (TTAB 1982)(EBONY for cosmetics and EBONY DRUM for hairdressing and conditioner); and *In re South Bend Toy Manufacturing Company, Inc.*, 218 USPQ 479, 480 (TTAB 1983) (LIL' LADY BUGGY for toy doll carriages and LITTLE LADY for doll clothing).

Ultimately, as a result of the use of the same punctuation with the same term, purchasers are likely to mistakenly conclude that the services of applicant and registrant emanate from a common source. To the extent that they do not, purchasers will be confused or mistaken or deceived within the meaning of the Trademark Act. **Thus, the marks are confusingly similar.**

Comparison of the Services

The goods and/or services of the parties need not be identical or even competitive to find a likelihood of confusion. *See On-line Careline Inc. v. Am. Online Inc.*, 229 F.3d 1080, 1086, 56 USPQ2d 1471, 1475 (Fed. Cir. 2000); *Recot, Inc. v. Becton*, 214 F.3d 1322, 1329, 54 USPQ2d 1894, 1898 (Fed. Cir. 2000) ("[E]ven if the goods in question are different from, and thus not related to, one another in kind, the same goods can be related in the mind of the consuming public as to the origin of the goods."); TMEP §1207.01(a)(i).

The respective goods and/or services need only be "related in some manner and/or if the circumstances surrounding their marketing [be] such that they could give rise to the mistaken belief that [the goods and/or services] emanate from the same source." *Coach Servs., Inc. v. Triumph Learning LLC*, 668 F.3d 1356, 1369, 101 USPQ2d 1713, 1722 (Fed. Cir. 2012) (quoting *7-Eleven Inc. v. Wechsler*, 83 USPQ2d 1715, 1724 (TTAB 2007)); *Gen. Mills Inc. v. Fage Dairy Processing Indus. SA*, 100 USPQ2d 1584, 1597

(TTAB 2011); TMEP §1207.01(a)(i).

Here, applicant's services are closely related to registrant's services. Specifically, the application identifies:

Class 36 – “Payment processing services, namely, credit card and debit card transaction processing services; Pre-paid purchase card services, namely, processing electronic payments made through pre-paid cards; Providing electronic processing of ACH and credit card transactions and electronic payments via a global computer network; Stored value card services.”

The registration identifies:

Class 36 – “Banking services.”

In the present case, the application identifies a variety of services featuring and relating to electronic payments. **Electronic payments** are “any kind of non-cash payment that doesn't involve a paper check” and include “credit cards, debit cards and the ACH (Automated Clearing House) network.” See *Attachment 3 – HowStuffWorks.com article How Electronic Payment Works*. Electronic payments of the type identified in the application are regularly processed and performed by **banks**. See *Attachment 4 – Encyclopædia Britannica. Encyclopædia Britannica Online Academic Edition article “Bank”*. In fact, registrant's **.COMMUNITYPAY** services feature **electronic payments**. See *Attachment 5 – registrant's specimens of record*. Thus, registrant's broadly identified “banking services” featuring and include the specific payment processing services identified in the application.

Ultimately, when purchasers encounter the identical financial services and related computer services of applicant and registrant, they are likely to be confused as to the sources of the services by the obvious overlap and clear association between them. **Thus, the services are closely related.**

Applicant argues:

(1) The services are distinct;

Applicant argues that the amended services remove or eliminate use of the applied-for mark in the field of banking, which renders the services distinct. Initially, the fact that the services of the parties differ is not controlling in determining likelihood of confusion. The issue is not likelihood of confusion between particular services, but likelihood of confusion as to the source or sponsorship of those services. *In re Majestic Distilling Co.*, 315 F.3d 1311, 1316, 65 USPQ2d 1201, 1205 (Fed. Cir. 2003); *In re Shell Oil Co.*, 992 F.2d 1204, 1208, 26 USPQ2d 1687, 1689 (Fed. Cir. 1993); TMEP §1207.01.

Moreover, as detailed above, applicant's specifically identified financial transaction processing services are part and parcel of registrant's broadly identified banking services. See *Attachment 7 – websites of institutions offering banking services and financial transaction processing services*. Despite the differences in the identification of the services, registrant's banking services do, in fact, encompass the services in the application. See *Attachment 8 – Office of the Comptroller of the Currency Publication Activities Permissible for a National Bank, Cumulative*.

(2) The decimal point/DOT in mark does not imply similarity of origin;

Applicant argues that the inclusion of the decimal point/dot does not imply similarity of origin and, by way of example, offers that purchasers “recognize quite clearly that .net is very different from .com.” This argument is not persuasive.

The initial refusal was not predicated merely on the similarities between the decimal point and **DOT**. As was articulated previously and herein, the marks begin with a phonetically equivalent element and end with the term **PAY**. To the extent that the term **COMMUNITY** in the registered mark, which denotes that the banking services are rendered by institutions that are “locally owned and operated”, is descriptive, purchasers will look to the mark as a whole for source-identification. Because the applied-for mark is phonetically encompassed within the registered mark, purchasers will readily conclude, mistakenly, that the **.COMMUNITYPAY** services are merely a subset of the broader **DOT PAY** services.

(3) There are many applications that include similar phrases as appear in the applied-for mark;

Initially, applicant is advised that list of registrations does not make such registrations part of the record. *In re Promo Ink*, 78 USPQ2d 1301, 1304 (TTAB 2006); TBMP §1208.02; TMEP §710.03. To make third party registrations part of the record, an applicant must submit copies of the registrations, or the complete electronic equivalent from the USPTO’s automated systems, prior to appeal. *In re Jump Designs LLC*, 80 USPQ2d 1370, 1372-73 (TTAB 2006); *In re Ruffin Gaming*, 66 USPQ2d, 1924, 1925 n.3 (TTAB 2002); TBMP §1208.02; TMEP §710.03.

Moreover, the applications to which applicant refers have “no probative value other than as evidence that the application was filed.” *In re Phillips-Van Heusen Corp.*, 63 USPQ2d 1047, 1049 n.4 (TTAB 2002).

However, even if the applicant referenced only registrations and the registrations were properly of record, it would not change the outcome herein. The existence on the register of other seemingly similar marks does not provide a basis for registrability for the applied-for mark. *AMF Inc. v. Am. Leisure Prods., Inc.*, 474 F.2d 1403, 1406, 177 USPQ 268, 269 (C.C.P.A. 1973); *In re Total Quality Group, Inc.*, 51 USPQ2d 1474, 1477 (TTAB 1999). In the present case, the evidence of record aptly demonstrates that the services are closely related. Given the similarities between the marks, purchasers are likely to be confused as to the sources of the services by the contemporaneous use of **.COMMUNITYPAY** and **DOT PAY** in connection with financial services.

(4) The purchasers of applicant’s and registrant’s services are distinct ;

Applicant reads limitations and restrictions into the scope of the application identification that are not present therein. In fact, the services in the application are broadly identified and include not only developers and merchants but the general purchasing public. Moreover, the registration does not limit or restrict its classes of purchasers to exclude the developers and merchants to whom applicant may market its services.

With respect to applicant’s and registrant’s goods and/or services, the question of likelihood of confusion is determined based on the description of the goods and/or services stated in the application and registration at issue, not on extrinsic evidence of actual use. *See, e.g., Coach Servs., Inc. v. Triumph Learning LLC*, 668 F.3d 1356, 1369-70, 101 USPQ2d 1713, 1722 (Fed. Cir. 2012); *Octocom Sys. Inc. v. Hous. Computers Servs. Inc.*, 918 F.2d 937, 942, 16 USPQ2d 1783, 1787 (Fed. Cir. 1990).

Absent restrictions in an application and/or registration, the identified goods and/or services are “presumed to travel in the same channels of trade to the same class of purchasers.” *In re Viterra Inc.*, 671 F.3d 1358, 1362, 101 USPQ2d 1905, 1908 (Fed. Cir. 2012) (quoting *Hewlett-Packard Co. v. Packard Press, Inc.*, 281 F.3d 1261, 1268, 62 USPQ2d 1001, 1005 (Fed. Cir. 2002)). .

At the very least, there is doubt as to the likelihood of purchaser confusion. Any doubt regarding a likelihood of confusion is resolved in favor of the prior registrant. *Hewlett-Packard Co. v. Packard Press Inc.*, 281 F.3d 1261, 62 USPQ2d 1001, 1004 (Fed. Cir. 2002); *In re Hyper Shoppes (Ohio), Inc.*, 837 F.2d 463, 6 USPQ2d 1025 (Fed. Cir. 1988); TMEP §§1207.01(d)(i).

Therefore, because the marks are confusingly similar and the services are closely related, purchasers encountering these services are likely to mistakenly believe that they are provided by a common source. Accordingly, the refusal to register pursuant to Section 2(d) of the Trademark Act is ***maintained and continued***.

Although applicant's mark has been refused registration, applicant may respond to the refusal by submitting evidence and arguments in support of registration.

Applicant should note the following additional ground for refusal.

Section 2(e)(1) Refusal – Merely Descriptive

Registration was previously refused because the applied-for mark merely describes the field of applicant's services. Trademark Act Section 2(e)(1), 15 U.S.C. §1052(e)(1); *see* TMEP §§1209.01(b), 1209.03 *et seq.*

A mark is merely descriptive if "it immediately conveys knowledge of a quality, feature, function, or characteristic of [an applicant's] goods or services." *In re The Chamber of Commerce of the U.S.*, 675 F.3d 1297, 1300, 102 USPQ2d 1217, 1219 (Fed. Cir. 2012) (quoting *In re Bayer Aktiengesellschaft*, 488 F.3d 960, 963, 82 USPQ2d 1828, 1831 (Fed. Cir. 2007)); TMEP §1209.01(b); *see DuoProSS Meditech Corp. v. Inviro Med. Devices, Ltd.*, 695 F.3d 1247, 1251, 103 USPQ2d 1753, 1755 (Fed. Cir. 2012) (quoting *In re Abcor Dev. Corp.*, 588 F.2d 811, 814, 200 USPQ 215, 218 (C.C.P.A. 1978)).

The applicant has applied for registration of the mark DOT PAY in standard character form for:

Payment processing services, namely, credit card and debit card transaction processing services; Pre-paid purchase card services, namely, processing electronic payments made through pre-paid cards; Providing electronic processing of ACH and credit card transactions and electronic payments via a global computer network; Stored value card services, in Class 36.

Here, applicant's mark combines a **DOT**, the word form of a decimal point, with the term **PAY**, meaning "compensate someone for something" for services featuring transaction processing services and technology that allows purchasers to **compensate someone for something**. *See Attachment 2 – MoneyGlossary.com definition of PAY.*

The applicant is also referred to the attached additional dictionary entry, which defines "pay" as "To give money to in return for goods or services rendered: *pay the cashier*; To discharge or settle (a debt or obligation): *pay the bill*." *American Heritage® Dictionary of the English Language*, <http://education.yahoo.com/reference/dictionary/>. Payment processing services like the applicant's enable users to pay for goods and services selected online, and also to settle existing obligations.

In fact, applicant's specimens and documentation submitted indicate that the **DOT PAY** services include "Payment services", the ability to "pay in one easy place", "enterprise level payment processing", etc. Applicant's website makes clear that the fundamental nature of the services is to render payment to

others. That applicant uses the verb form of the term **PAY** as opposed to the noun **PAYMENT** does not change the descriptive significance of the term because services literally allow purchasers to **PAY** or compensate others.

Applicant's inclusion of the phonetic equivalent of a punctuation mark also does not alter the descriptive significance of the mark. Adding punctuation marks to a descriptive term will not ordinarily change the term into a non-descriptive one. *In re Vanilla Gorilla, L.P.*, 80 USPQ2d 1637, 1639 (TTAB 2006) (holding 3-0'S merely descriptive of car wheel rims); *In re Samuel Moore & Co.*, 195 USPQ 237, 240 (TTAB 1977) (holding SUPERHOSE! merely descriptive of hydraulic hose); see *DuoProSS Meditech Corp. v. Inviro Med. Devices, Ltd.*, 695 F.3d 1247, 1253-54, 103 USPQ2d 1753, 1757-58 (Fed. Cir. 2012) (holding the Board failed to support findings that SNAP!, where the exclamation point appeared broken in half, was not merely descriptive of medical syringes using snap-off plungers); TMEP §1209.03(u).

Moreover, as indicated previously, the manner in **DOT** is used in the applied-for mark creates the perception that the mark is a top-level domain. Purchasers do not perceive TLDs as source-identifier but as mechanisms for accessing the internet. See *Attachment 10 – example of the public perception of gTLDs based on the widespread coverage of the TLD expansion by ICANN*. As a result, the addition of the period or decimal point before the term **PAY** does not change the descriptive significance of that term nor does it serve to function as an identifier of the source of the services.

In addition to the previously provided evidence showing use of DOT as the phonetic equivalent of “.” in TLDs, the applicant is also referred to the excerpts from articles from the LexisNexis® database attached to this Office action providing additional examples of DOT used in this manner.

Material obtained from computerized text-search databases, such as LexisNexis®, is generally accepted as competent evidence. See *In re The Boulevard Entm't, Inc.*, 334 F.3d 1336, 1342-43, 67 USPQ2d 1475, 1479 (Fed. Cir. 2003) (accepting LexisNexis® evidence to show offensive nature of a term); *In re Giger*, 78 USPQ2d 1405, 1407 (TTAB 2006) (accepting LexisNexis® evidence to show surname significance); *In re Lamb-Weston Inc.*, 54 USPQ2d 1190, 1192 (TTAB 2000) (accepting LexisNexis® evidence to show descriptiveness); *In re Wada*, 48 USPQ2d 1689, 1690 (TTAB 1998) (accepting LexisNexis® evidence to show geographic location is well-known for particular goods); *In re Decombe*, 9 USPQ2d 1812, 1815 (TTAB 1988) (accepting LexisNexis® evidence to show relatedness of goods in a likelihood of confusion determination); TBMP §1208.01; TMEP §710.01(a)-(b).

Ultimately, when purchasers encounter applicant's services using the mark **DOT PAY**, they will immediately understand the mark as identifying the field of applicant's services and not as an indication that applicant is the source of the services.

Applicant's Argument

The applicant has argued that the placement of the term DOT before the term PAY is equivalent to the use of punctuation in unexpected locations, which the applicant has argued creates a distinctive mark. The applicant has argued that it provides its services to sophisticated purchasers who would not believe that the applicant operates a TLD in this format. The applicant has also submitted a disclaimer of the term PAY. The applicant has argued that this disclaimer is equivalent to disclaimers accepted for other marks, the registrations of which the applicant has made of record.

Location of Punctuation

The applicant has argued that the placement of the term DOT before PAY is equivalent to placement of

punctuation in an unexpected location. Thus, the applicant argues that this construction of the mark results in a distinctive mark.

The Board considered a similar argument in *In re theDot Communications Network LLC*, and found that consumers will generally perceive marks consisting of "dot _____" or "._____" as top level domain names. 101 USPQ2d 1062 (2011). Further, the Board found that when such marks are composed of a descriptive term, such as music, the mark is merely descriptive of on-line services in that field. *Id.* at 1069. Similarly, in this case, the mark DOT PAY composed of the term DOT and the descriptive term PAY is merely descriptive as a whole when used for on-line payment processing services.

Sophisticated Purchasers

The applicant has argued that it provides its services to sophisticated purchasers who will not perceive the mark as equivalent to a top-level domain name.

The applicant's services are not limited to any particular class of purchasers, and they consist of payment processing services that are commonly provided to ordinary consumers. To the extent that the applicant has argued that its services consist of an API for use by developers, the applicant's services do not include software of this type, and thus, the fact that the applicant may also be using the mark for an API sold exclusively to developers is not relevant to the consumers impression of the mark as used for payment processing services.

Further, even if the applicant's consumers were limited to application developers who are more knowledgeable of computer technology than ordinary consumers, those consumers would likely be more familiar with ICANN'S gTLD expansion than the average consumer, and thus would be even more likely to perceive the applicant's mark as a top level domain name.

As the applicant has indicated, there are currently two applicants for the .PAY TLD. Therefore, it is likely in the future that .PAY will be in use by another entity as a TLD, and as result, the applicant's use of DOT PAY will be perceived as a reference to that TLD.

Additionally, one of the applicant's for the .PAY TLD plans to use the mark for payment processing services. Specifically, the ICANN application for DOTPAY SA states the following:

The proposed .pay TLD is an open Top Level Domain, globally commercialized to provide an identity associated with internet-based payment processing services. . . . The applicant intends to establish a TLD which identifies the domain name with patented payment facilities and offers the registrant a range of multi-vendor and multi-payment services."

Applicant's 01/21/2013 Request for Reconsideration, TSDR, at 51.

Further, the additional evidence provided by the applicant showing its use of the applied-for mark shows the mark as an alternative to its .PAY mark, which is in the standard gTLD format. The applicant is referred in particular to the following:

"We are proud to announce our .pay™ (DOT PAY™) brand of Financial Transaction services, products, solutions & resources." *Applicant's 01/21/2013 Request for Reconsideration, TSDR, at 123, 127.*

Material obtained from applicant's website is acceptable as competent evidence. *See In re N.V. Organon*, 79 USPQ2d 1639, 1642-43 (TTAB 2006); *In re Promo Ink*, 78 USPQ2d 1301, 1302-03 (TTAB 2006); *In re A La Vieille Russie Inc.*, 60 USPQ2d 1895, 1898 (TTAB 2001); TBMP §1208.03; TMEP §710.01(b).

Disclaimer

The applicant has provided a disclaimer of the term PAY. However, because the entire mark has been found to be unregistrable under Section 2(e)(1), this does not make the mark as a whole registrable, especially since the wording not included in the disclaimer has been found to be equivalent to non-distinctive punctuation.

The applicant has argued that its disclaimer should be accepted based on the acceptance of disclaimers for similar marks in prior registrations. Specifically, the applicant has referenced and made of record, the following third-party registrations:

The third-party registrations referenced by the applicant are the following:

Registration No. 4206054, .RE = REAL ESTATE and design with disclaimer of “.RE” and “REAL ESTATE”.

Registration No. 4212780, .RE and design with disclaimer of .RE.

Registration No. 4034187, .GOLFER and design with disclaimer of GOLFER.

Registration No. 3385769, .RUS in standard character form with disclaimer of RUS for “Alcoholic beverages except beer; alcoholic beverages of fruit; vodka; distilled spirits of potato or corn,” in Class 33.

Registration No. 2902300, .PST WIZARD in typed drawing form, with disclaimer of .PST.

Registration No. 3938471 .PRINT in standard-character form, registered on the Principal Register with a Section 2(f) claim and a disclaimer of PRINT, for “computer hardware, computer software used to facilitate and enhance operation of computer printers in server-based computing,” in Class 9.

Registration No. 3801578 for .TEL and design, with a disclaimer of .TEL.

Registration No. 313153 for .TRAVEL and design with disclaimer of TRAVEL.

With the exception of Registration Nos. 3385769 and 3938471, the marks referenced by the applicant combine a mark that may be perceived as a TLD with other registrable wording or design elements. Therefore, the disclaimers of the TLD or the term without the leading period were accepted because there were other wording and designs to carry the marks. The applicant's mark does not include any additional wording or design elements comparable to those in the referenced registrations.

As to Registration No. 3938471, this mark is registered on the Principal Register with a Section 2(f) claim and a disclaimer of the descriptive term. Thus, this mark was found to be merely descriptive in its entirety, and does not support the applicant's argument. Further, in contrast to the applicant's on-line services, this mark was registered for goods.

As to Registration No. 3385769, this mark appears to present a unique case: the mark combined a geographical abbreviation with the leading dot, but the country code TLD for that geographic location uses a different abbreviation. Thus, it appears the rare case that would be found to be registrable for similar reasons to this mark with a disclaimer of the wording following the DOT. Additionally, the .RUS mark is also registered for goods, specifically beverages, and not online services like the applicant's in this case.

Therefore, the mark is merely descriptive of the subject matter of applicant's services and the refusal to register pursuant to Section 2(e)(1) of the Trademark Act is *maintained and continued*.

Although applicant's mark has been refused registration, applicant may respond to the refusal by submitting evidence and arguments in support of registration.

Applicant should note the following additional ground for refusal.

As discussed above, the applicant's statement that it would amend to the Supplemental Register if the Section 2(e)(1) refusal is affirmed on appeal is construed as an amendment to the Supplemental Register in the alternative to the argument that the mark is not merely descriptive. Accordingly, the following refusal is now issued in the alternative to the above Section 2(e)(1) Refusal.

Section 23 Refusal – Generic

Registration is refused on the Supplemental Register because the applied-for mark is generic and thus incapable of distinguishing applicant's services. Trademark Act Section 23(c), 15 U.S.C. §1091(c); *see* TMEP §§1209.01(c) *et seq.*

As discussed above in the Section 2(e)(1) refusal, the mark as a whole would be perceived as combining the term PAY with the phonetic equivalent of non-distinctive punctuation.

Determining whether a mark is generic requires a two-step inquiry:

- (1) What is the genus of goods and/or services at issue?
 - (2) Does the relevant public understand the designation primarily to refer to that genus of goods and/or services?

In re 1800Mattress.com IP, LLC, 586 F.3d 1359, 1363, 92 USPQ2d 1682, 1684 (Fed. Cir. 2009) (quoting *H. Marvin Ginn Corp. v. Int'l Ass'n of Fire Chiefs, Inc.*, 782 F.2d 987, 989-90, 228 USPQ 528, 530 (Fed. Cir. 1986)); TMEP §1209.01(c)(i).

Regarding the first part of the inquiry, the genus of the goods and/or services is often defined by an applicant's identification of goods and/or services. *See In re Country Music Ass'n*, 100 USPQ2d 1824, 1827-28 (TTAB 2011) (citing *Magic Wand Inc. v. RDB Inc.*, 940 F.2d 638, 640, 19 USPQ2d 1551, 1552 (Fed. Cir. 1991)).

In the present case, the identification, and thus the genus, is payment processing services.

The term "payment" is defined as "an amount of money that you pay or receive; the process of paying money." *MacMillan Dictionary* (2013), <http://education.yahoo.com/reference/dictionary/>. Thus, the term

“pay” in the mark is the apt name for the applicant’s services.

The following websites that provide payment processing services also use the term “pay” refer to payment processing:

“Choose your **payment processor** and **pay** now. You can **pay** by debit or credit card whether you e-file, paper file or are responding to a bill or notice. It's safe and secure - the IRS uses standard service providers and commercial card networks. Your **payment will be processed by a payment processor** who will charge a processing fee, which may be tax deductible. The fees vary by service provider.” IRS, Pay your Taxes by Debit or Credit Card, <http://www.irs.gov/uac/Pay-Taxes-by-Credit-or-Debit-Card> (viewed on Aug-13-2013, 01:22 GMT).

“With CCBill online **payment processing**, the answers are all yes. All major credit cards from around the globe are accepted forms of payment. Furthermore, consumers can **pay** by electronic check or telephone.” CCBill.com, *Payment Processing*, <http://www.ccbill.com/online-merchants/payment-processing.php> (viewed on Aug-11-2013, 07:53).

“The service gives people simpler ways to send money without sharing financial information, and with the flexibility to **pay** using their account balances, bank accounts, credit cards or promotional financing. With 132 million active accounts in 193 markets and 25 currencies around the world, PayPal enables global commerce, **processing** more than 7.7 million **payments** every day.” PayPal™, *About PayPal™*, <https://www.paypal-media.com/about> (viewed on Aug-22-2013, 10:50 EDT).

“PayTrust is a complete online solution for bill delivery, payment and management. It works with any bank and any payee you may have. With PayTrust, you can **pay** from up to 10 different banks accounts. While many banks offer the ability to issue **payments online**, you're still required to track and manage all of the paper bills that come to your house. By receiving your bills and **managing the process online**, PayTrust truly removes the burden of handling monthly bill payments. And PayTrust allows you to make payments to anyone-even someone who doesn't normally send you a bill. So you can have fewer headaches, fewer worries and a lot more free time.” PayTrust®, *PayTrust Online Bill Pay Frequently Asked Questions*, <http://paytrust.intuit.com/paytrust-online-bill-pay-faqs.jsp> (viewed on Aug-22-2013, 11:26 EDT).

“Make payments quickly, securely, and easily from an iPhone or an Android phone, without storing sensitive payment information on the phone. Connect with merchants, send them a message, place an order, and **pay** - all through the ProPay Link application. . . . All payment information is stored in ProPay’s secure **payment processing** platform.” ProPay, *ProPay® Link™ for Consumers*, <http://www.propay.com/products-services/accept-payments/link/consumers> (viewed on Aug-22-2013, 11:49 EDT).

“Once it is integrated with your website or application, hundreds of millions of Amazon customers will be able to **pay** quickly and easily using the information stored in their Amazon accounts. . . . You can accept payments on your website for selling goods or services, execute recurring payments, and send payments. . . . You'll be notified once the **payment is processed**.” Amazon Payments, *Amazon Flexible Payments Service*, <http://payments.amazon.com/adui/sdui/business/devfps> (viewed on Aug-22-2013, 12:02 EDT).

“Make it easier for hundreds of Amazon customers to **pay** on your site. . . . Use the payment

information in your Amazon account to **pay** on sites across the web.” Amazon Payments, <http://payments.amazon.com/> (viewed on Aug-10-2013, 22:08 GM).

See the image for Google Wallet, which uses the wording “Pay With” to indicate the function of the “Buy with Google” button.” Google Wallet, *Buy Online*, <http://www.google.com/wallet/buy-online> (viewed on Aug-22-2013, 11:41 EDT).

“**Pay** out same day. Balanced now offers same-day ACH payouts to Wells Fargo bank account holders. **Pay** all other merchants via next-day ACH.” Balanced, *Payments for Marketplaces*, <https://www.balancedpayments.com/> (viewed on Aug-12-2013, 07:00 GMT).

Material obtained from the Internet is generally accepted as competent evidence. See *In re Davey Prods. Pty Ltd.*, 92 USPQ2d 1198, 1202-03 (TTAB 2009) (accepting Internet evidence to show relatedness of goods in a likelihood of confusion determination); *In re Rodale Inc.*, 80 USPQ2d 1696, 1700 (TTAB 2006) (accepting Internet evidence to show genericness); *In re White*, 80 USPQ2d 1654, 1662 (TTAB 2006) (accepting Internet evidence to show false suggestion of a connection); *In re Joint-Stock Co. “Baik”*, 80 USPQ2d 1305, 1308-09 (TTAB 2006) (accepting Internet evidence to show geographic significance); *In re Consol. Specialty Rests. Inc.*, 71 USPQ2d 1921, 1927-29 (TTAB 2004) (accepting Internet evidence to show geographic location is well-known for particular goods); *In re Gregory*, 70 USPQ2d 1792, 1793, 1795 (TTAB 2004) (accepting Internet evidence to show surname significance); *In re Fitch IBCA Inc.*, 64 USPQ2d 1058, 1060-61 (TTAB 2002) (accepting Internet evidence to show descriptiveness); TBMP §1208.03; TMEP §710.01(b).

The additional evidence provided by the applicant also shows the applicant’s use of “pay” and its past tense form, “paid” as a generic term for the applicant’s services. In particular, the applicant is referred to the following:

"With InspirePay™, getting**paid** is as easy as sending a payment request using .pay™ brand technologies . . . You even get a web page created by us, hosted by us, and we even manage your DNS for you to send all of your customers so they can **pay** in one easy place. *Applicant's 01/21/2013 Request for Reconsideration, TSDR, at 123.*

".Pay™ gets you**paid**!" *Applicant's 01/21/2013 Request for Reconsideration, TSDR, at 127.*

"Getting **paid** doesn't have to be painful. . . .Pay™ gets you**paid** like a: Rock Star Celebrity CEO Nerd-Do-Well Jedi Master..." *Applicant's 01/21/2013 Request for Reconsideration, TSDR, at 215.*

Thus, the relevant public would understand this designation to refer primarily to that genus of services.

Accordingly, registration is refused on the Supplemental Register under Section 23.

Response Guidelines

To expedite prosecution of the application, applicant is encouraged to file its response to this Office action online via the Trademark Electronic Application System (TEAS), which is available at <http://www.uspto.gov/trademarks/teas/index.jsp>. If applicant has technical questions about the TEAS response to Office action form, applicant can review the electronic filing tips available online at http://www.uspto.gov/trademarks/teas/e_filing_tips.jsp and email technical questions to TEAS@uspto.gov.

If applicant has questions regarding this Office action, please telephone or e-mail the assigned trademark examining attorney. All relevant e-mail communications will be placed in the official application record; however, an e-mail communication will not be accepted as a response to this Office action and will not extend the deadline for filing a proper response. *See* 37 C.F.R. §2.191; TMEP §§304.01-.02, 709.04-.05. Further, although the trademark examining attorney may provide additional explanation pertaining to the refusal(s) and/or requirement(s) in this Office action, the trademark examining attorney may not provide legal advice or statements about applicant's rights. *See* TMEP §§705.02, 709.06.

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TO RESPOND TO THIS LETTER: Go to http://www.uspto.gov/trademarks/teas/response_forms.jsp. Please wait 48-72 hours from the issue/ mailing date before using the Trademark Electronic Application System (TEAS), to allow for necessary system updates of the application. For *technical* assistance with online forms, e-mail TEAS@uspto.gov. For questions about the Office action itself, please contact the assigned trademark examining attorney. **E-mail communications will not be accepted as responses to Office actions; therefore, do not respond to this Office action by e-mail.**

All informal e-mail communications relevant to this application will be placed in the official application record.

WHO MUST SIGN THE RESPONSE: It must be personally signed by an individual applicant or someone with legal authority to bind an applicant (i.e., a corporate officer, a general partner, all joint applicants). If an applicant is represented by an attorney, the attorney must sign the response.

PERIODICALLY CHECK THE STATUS OF THE APPLICATION: To ensure that applicant does not miss crucial deadlines or official notices, check the status of the application every three to four months using the Trademark Status and Document Retrieval (TSDR) system at <http://tsdr.uspto.gov/>. Please keep a copy of the TSDR status screen. If the status shows no change for more than six months, contact the Trademark Assistance Center by e-mail at TrademarkAssistanceCenter@uspto.gov or call 1-800-786-9199. For more information on checking status, see <http://www.uspto.gov/trademarks/process/status/>.

TO UPDATE CORRESPONDENCE/E-MAIL ADDRESS: Use the TEAS form at <http://www.uspto.gov/trademarks/teas/correspondence.jsp>.

FOR .XXX DOMAIN, BUSINESS IS BOOMING; ICM REGISTRY HAS HAULED IN 'EIGHT- OR NINE-DIGIT SUMS' Pittsburgh Post-Gazette September 27, 2012 Thursday

September 27, 2012 Thursday
SOONER EDITION

SECTION: BUSINESS; Pg. D-4

LENGTH: 710 words

HEADLINE: FOR .XXX DOMAIN, BUSINESS IS BOOMING;
ICM REGISTRY HAS HAULED IN 'EIGHT- OR NINE-DIGIT SUMS'

BYLINE: Jeff Ostrowski, Palm Beach Post

BODY:

PALM BEACH GARDENS, Fla. -- Stuart Lawley has made millions in his short stint as an Internet porn impresario, but the mild-mannered Brit seems more buttoned-down businessman than Hugh Hefner-style high-roller.

Mr. Lawley runs ICM Registry, the Palm Beach Gardens-based owner of the newly launched **dot-xxx** domain. The content on **dot-xxx** is risqué, but company headquarters is just plain boring. It's a 3,000-square-foot cubicle farm in an office building. The space is decorated in bland colors, with nary a stripper pole in sight.

ICM Registry has sold some 230,000 domain names. Mr. Lawley acknowledges that fully 80,000 were so-called defensive registrations bought by organizations such as retailer Target, the University of Kansas and Northwestern University. They purchased **dot-xxx** addresses to keep someone else from snapping up their names and posting dirty content.

Mr. Lawley in 2003 began working to create the .xxx domain. He spent seven years and ran up a hefty legal bill fighting the Internet Corporation for Assigned Names and Numbers, or ICANN, which the U.S. government established in 1998 to run the Internet's address system.

Now that Mr. Lawley has the .xxx domain up and running, he has bigger plans. This week marks the launch of a **dot-xxx** search engine as part of a partnership with Google. The next step, he said, is an iTunes-like payment plan that will let porn viewers pay for content.

Dot-pizza anyone? ICANN stokes demand for new Internet top-level domains The Philadelphia Inquirer
June 21, 2012 Thursday

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The Philadelphia Inquirer

June 21, 2012 Thursday
WEB Edition

SECTION: BUSINESS; P-com Biz; Pg. WEB

LENGTH: 982 words

HEADLINE: **Dot**-pizza anyone? ICANN stokes demand for new Internet top-level domains

BYLINE: Jeff Gelles

BODY:

After a year of anticipation, the big Internet land rush is under way, and large companies, cities, and other prospectors are staking claims. It's not yet clear whether the new rules will affect the Internet's functioning. But the new look could take some getting used to — and perhaps stir a fair amount of confusion along the way.

The land rush was triggered last June by the Internet Corporation for Assigned Names and Numbers, when it decided to dramatically expand a landscape long dominated by addresses ending in familiar suffixes.

Corporate domains such as Apple.com and Ford.com were so generic and predictable that a generation of Web companies came to be known as "**dot**-coms." In the worlds of nonprofits, colleges and government, "**dot**-org," "**dot**-edu" and "**dot**-gov" served the same role.

But if ICANN goes ahead as planned, we're likely to encounter a wave of new so-called "top-level domains" within the next year — domains that may come to replace the com in many **dot**-coms' home addresses. Last week, ICANN announced that it had received 1,930 applications to register more than 1,400 new top-level domains.

Some of the new domains would create fancy new addresses for multibillion-dollar corporations, familiar cities, or valuable brands. Proposed new suffixes include **dot**-Apple, **dot**-NFL, **dot**-Rio, and even **dot**-Transformers, a domain proposed by Hasbro International, the toy company.

Other generic new domains would be more downscale, though very descriptive. Four companies have proposed **dot**-pizza, for example, and similar numbers have proposed **dot**-poker, **dot**-soccer, and **dot**-casino.

Dot-Music, Dot-Sport and (Security Experts Hope) Dot-Secure The New York Times Blogs(Bits) May 15, 2012 Tuesday

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The New York Times Blogs
(Bits)

May 15, 2012 Tuesday

SECTION: TECHNOLOGY

LENGTH: 797 words

HEADLINE: **Dot**-Music, **Dot**-Sport and (Security Experts Hope) **Dot**-Secure

BYLINE: NICOLE PERLROTH

HIGHLIGHT:

The Internet Corporation for Assigned Names and Numbers, or Icann, is about to throw open the floodgates to new top-level domain names. While most security experts have criticized the change, one group sees an opportunity by creating what it says will be a secure top-level domain.

BODY:

Will the new Internet with hundreds of new top-level domain names be more secure or a wild free for all?

Until now, the Web has been organized into 22 familiar top-level domains -- those two or three letters that come after the period -- like .com, .org, .net, .gov and so on. But now, with the Internet crunched for space, the body that governs the domain name system, the Internet Corporation for Assigned Names and Numbers, or Icann, is about to throw open the floodgates to thousands of new top-level domains.

Icann started accepting applications for new domains in January and will announce the winners this year. One year from now, you might find yourself browsing a site that ends in .coffee, .sport, .travel, or a non-English, or even non-Latin, script. Icann has already received 2,100 applications from 1,300 applicants, quadruple the number of applications expected.

The expansion has been controversial to say the least. Rod Beckstrom, Icann's departing president, praised the change as a "new domain name system revolution." But others have predicted World War Web.

The loudest critics have been security specialists who paint a frightening, Wild West landscape rife with turf wars between cybersquatters and companies, as well as hackers who can more easily game the system.

For now, anyone browsing Apple.com can be reasonably confident they are, in fact, communicating with Apple. The new system will not be so straightforward. Complicating matters is the fact that any trademark, anywhere, can be used by an applicant to establish ownership. Google, for example, will not have a hard time securing .google. But Icann will have a harder time deciding who should own .apple: Apple, or the Washington State Apple Commission.

The application process itself has already been a bit of a disaster. Icann had to pull its application site off line on April 12 after a bug made it possible for applicants to view other applications (no small blunder when you consider that it costs each applicant \$185,000 to apply).

But one group of security experts plans to use the top-level domain changes to carve out a trusted, hacker-free zone on the Web. Alex Stamos, a security expert at Artemis Internet Inc., a security firm based in San Francisco, said he filed an application for a .secure domain.

"In the end, we're all just professional critics unless we do something about this," Mr. Stamos said in an

interview. "This is an opportunity to create a part of the Internet where the old rules don't apply."

Mr. Stamos says security technologies are still optional on the Web and it is often the user's job to decipher whether or not they are browsing safely.

"If you want to securely browse the Web at Starbucks, or use a social network in Syria, you have to be a security expert to notice if something's wrong. I can only name 2,000 cryptographers who are qualified to do that," said Mr. Stamos.

Jeremiah Grossman, a chief technology officer at Whitehat Security, said: "I'm surprised the Web has survived this long. The only thing keeping it alive, at this point, is the fact the bad guys don't want to bring it down."

Mr. Stamos said he hopes .secure will be the closest anything has come to a safe browsing experience on the Web. Anyone who wants to host their site on the domain -- think BankofAmerica.secure or Facebook.secure -- will have to be personally vetted by an Artemis security expert and required to abide by certain security standards.

To establish those security requirements, Artemis put together a working group of security experts from a broad range of technology and financial institutions. Mr. Stamos said five companies had already committed to the Domain Policy Working Group.

He said it was too early to disclose which ones, but he qualified them as a software provider, three major Internet companies and a major payments company -- most likely PayPal. In a blog post on Thursday, Brad Hill, who leads security at PayPal, confirmed that PayPal had been invited to join the working group and praised the effort.

Once security standards are established, Mr. Stamos said Artemis will police subdomains with scanning technologies to determine if they are up to snuff. Minor loopholes will elicit a warning or suspension until the problem is fixed. More egregious security holes will get a subdomain owner kicked to the curb.

"We want this to be a safe, gated neighborhood on the Web," Mr. Stamos said. "So if you want to be a member, we're going to make sure you aren't running the online equivalent of a meth lab in your garage."

Ready or not, here come hundreds of dot-whatevers USA TODAY February 2, 2012 Thursday

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USA TODAY

February 2, 2012 Thursday
FINAL EDITION

SECTION: NEWS; Pg. 10A

LENGTH: 589 words

HEADLINE: Ready or not, here come hundreds of dot-whatevers

BODY:

Internet users are familiar with the handful of helpful names -- the dot-coms, the dot-orgs and dot-govs -- that proclaim a website's general category. There are just 22 such "generic top-level domain names," as the suffixes to the right of the dot are known, and it took two decades to carefully develop them.

Now ICANN -- the powerful and little-known Internet Corporation for Assigned Names and Numbers -- wants to expand that number to as many as 1,000 as a way to promote innovation and relieve dot-com crowding. Last month, ICANN began taking applications from those seeking to buy the rights to operate this new generation of domain names.

The new domains would go live in 2013. Banks, for example, might adopt dot-bank or dot-financial. Attorneys might capture dot-law and restaurants dot-food.

Will this flood of domains be confusing to the public? Potentially.

Expensive for business? Absolutely. It costs \$185,000 just to apply for the operating rights, and some businesses worry they will be forced to buy up names just to prevent cybersquatters from grabbing them.

And a lure to criminals? Most likely.

The small compliance office at ICANN, a non-profit given the job in 1998 as a substitute for government control, can't keep up with problems involving the current crop, the Federal Trade Commission said recently. The unprecedented increase in domain names and operators "only increases the risk of a lawless frontier," the FTC warned.

Internet crooks already use copycat names -- ones similar to, but not exactly like, those of real businesses -- to lure customers to fake sites. One scammer used more than 5,500 copycat Web addresses to divert Internet users to sites that bombarded them with online gambling and pornography ads. More top-tier domains will open more opportunities for fraud.

Sometimes it's tough even to locate suspected crooks because a massive database of website and domain name owners -- also overseen by ICANN -- is, in the words of an ICANN study group, "broken." More than one in five entries is inaccurate.

The businesses that register owners, all of which must have contracts with ICANN, aren't required to verify anything about registrants. Some obviously don't even try. Thus, the database lists registrants such as God, Mickey Mouse and Amandahugandkiss. This disarray hides wrongdoers and thwarts law enforcement.

Even when suspected scammers can be found, they have broad rights under the First Amendment to use any website name they want, unless evidence shows fraud. The leader of an operation that the FTC sued for bilking consumers retaliated by opening websites in the names of FTC lawyers and takeoffs on the FTC name itself. A judge refused to take down the sites.

ICANN essentially says "trust us," we're fixing it, and just unveiled a plan for doing so. But its track record doesn't inspire confidence. In 2009, law enforcement agencies from around the world called on ICANN to clean up the database, maintain accurate and complete registrant data, and take other actions to prevent fraud. More than two years later and on the verge of opening the way for hundreds of new domains, ICANN has just gotten around to those issues.

ICANN notes that it has spent six years developing its plan, which includes some new protections for consumers and businesses.

Even so, given ICANN's status as the most powerful organization you've never heard of, a wiser course would be to test drive its plan with a handful of new domains before the public is confronted with 1,000 new **dot**-anythings.

A 'revolving door' at nonprofit keeper of domain names The Washington Post August 21, 2011 Sunday

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The Washington Post

August 21, 2011 Sunday
Every Edition

SECTION: BUSINESS; Pg. G03

DISTRIBUTION: Every Zone

LENGTH: 1321 words

HEADLINE: A 'revolving door' at nonprofit keeper of domain names

BYLINE: Eric Engleman

BODY:

ICANN, based in Marina del Rey, Calif., oversees 22 generic top-level domains, known as gTLDs, including the **dot**-com, **dot**-org and **dot**-net suffixes, which together account for almost 120 million Internet addresses.

The group has about 130 employees and operates under a zero-dollar contract with the Commerce Department. It collects fees from companies such as VeriSign, GoDaddy.com and Top Level that generate revenue by helping businesses and consumers obtain domain names. For the year that ended June 30, ICANN reported \$68.3 million in revenue, much of it from fees.

At a June 20 meeting in Singapore, ICANN's board of directors voted 13 to 1, with two abstentions, to increase the number of domain names and consider almost any word in any language as a Web suffix. The

vote capped years of deliberations over the program, which the group has said would provide companies with new ways to reach customers.

Market potential

ICANN's decision created a potential new market for companies such as Top Level, which is publicly traded on the London Stock Exchange's Alternative Investment Market and says it's working with groups seeking the rights to potential suffixes including **dot**-nyc and **dot**-eco.

The Web-suffix expansion has been attacked by trade groups representing large corporations and advertisers that say the change increases businesses' costs.

The proliferation of new domain names will confuse consumers and force companies to spend hundreds of thousands of dollars to defensively register domains to protect their brands, Bob Liodice, president of the Association of National Advertisers, wrote in an Aug. 4 letter to ICANN.

"While no doubt some industry sectors will make money, most will suffer enormous costs that far outweigh the gains," wrote Liodice, whose group represents more than 400 companies including Apple and General Motors.

Under ICANN's plan, the group will accept applications for new domains from Jan. 12 to April 12. Applications will cost \$185,000 per domain name, and ICANN will allow up to 1,000 new suffixes per year, spokesman Brad White said. The new domains will be ready by late 2012 or early 2013, he said.

Dengate Thrush, a 55-year-old intellectual property lawyer from New Zealand, had served as an ICANN director since 2005 and took over as chairman in November 2007. He said he was approached by Top Level Domain Holdings on June 24, the day his term as chairman ended.

Negotiations proceeded "very rapidly," and he signed a contract July 15, he said. In a July 17 statement, the company announced his hiring as executive chairman and said Dengate Thrush would be an "outstanding asset."

"Peter championed successfully the approval of the new gTLD programme at the highest levels, and with Peter on board I have every confidence we will achieve the same success," said Antony Van Couvering, chief executive of TLDH, said in the statement.

Craig Schwartz, a former ICANN employee, last month joined the Financial Services Roundtable, a Washington-based lobbying group whose members include Bank of America and J.P. Morgan Chase.

Schwartz, who was chief gTLD registry liaison at ICANN, said he accepted a job offer from the Roundtable in May and stayed through ICANN's June 20 vote. He left ICANN June 30 and started his new job July 11.

The business group is considering creating a vehicle with the Washington-based American Bankers Association to acquire top-level domains such as **dot**-bank and **dot**-insure for use by financial institutions, said Leigh Williams, president of technology policy for the Roundtable.

"The financial community will benefit greatly from Craig's firsthand knowledge of ICANN's domain program," Williams said in a July 11 statement announcing Schwartz's hiring and noting his involvement

in the domain-name expansion.

Schwartz said he's not aware of any restrictions for departing ICANN staff and declined to disclose his compensation at ICANN and at the Financial Services Roundtable.

Cities could cash in on new domain extensions; But companies might think twice about expense of securing their .name USA TODAY July 13, 2011 Wednesday

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USA TODAY

July 13, 2011 Wednesday
FINAL EDITION

SECTION: MONEY; Pg. 3B

LENGTH: 406 words

HEADLINE: Cities could cash in on new domain extensions;
But companies might think twice about expense of securing their .name

BYLINE: Rachel Roubain, USA TODAY

BODY:

The gates are opening, but it's unclear if a flood of applicants will rush to register the name of their corporate or municipal website for a potentially longer "dot-anything" suffix, starting in January, for a whopping price tag.

The rigorous process requires applicants to spend \$185,000 to complete a lengthy form that will prevent cybersquatters and can take 18 months for approval.

While some critics say switching to or adding on a corporate domain, such as .ibm or .mcdonalds, is unnecessary and probably unlikely for big-name brands, municipalities could reap marquee display and extra cash.

New generic top-level domains, as they're known, may be right for some organizations but not all, says Brad White, spokesman for the Internet Corp. for Assigned Names and Numbers, or ICANN.

"I have a hard time seeing it right now," says Christopher Glancy, an intellectual-property attorney at White & Case. "You have to wonder whether or not owning the domain .company is really going to end up increasing your bottom line when you already own company.com."

But a city could register its name as a top-level domain for example, .tulsa then dole out second-level domains to an array of businesses, such as pizzeria.tulsa.

New York Councilwoman Christine Quinn said such cyberbranding could be an instant revenue booster. "This is a fantastic opportunity for New York City establishments and for the city of New York, which will benefit from the millions of dollars in revenue .nyc will generate."

The uses for generic top-level domain names are many: One company has found it can be used to shield children from inappropriate content.

Adult-entertainment sites that serve up pornography will be able to register shortly with ICM Registry as a .xxx. With this domain name, a consumer will have the ability to set a computer's parental controls to block .xxx sites.

"The consumer, the adult provider and the avoiders all win at the same time," says Stuart Lawley, chief executive of ICM Registry, the company that's handling all the new .xxx extensions.

He says the benefits are simple: The people who want to find the .xxx domains can find them, and the people who want to avoid them can do so easily.

What remains to be seen is how it all fits into a marketing plan, Glancy says. For companies and cities, it's a waiting game riding on changing consumer behavior.

"Ultimately, I think the consumer will be the deciding factor here," Glancy says.

Domain-name expansion likely to create turf wars The Philadelphia Inquirer June 30, 2011 Thursday

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The Philadelphia Inquirer

June 30, 2011 Thursday
CITY-C Edition

SECTION: BUSINESS; P-com Biz; Pg. C01

LENGTH: 836 words

HEADLINE: Domain-name expansion likely to create turf wars

BYLINE: By Jeff Gelles; Inquirer Columnist

BODY:

Stand aside, **dot**-com, king of the Web's early years. The realm of top-level domains, fiefdoms that also include **dot**-net, **dot**-edu, **dot**-org, and **dot**-gov, is about to get much more populous.

The dramatic rise in the number of new fiefdoms won't begin until 2013. But as the landscape starts to take shape in the coming months, you can expect some fascinating battles for brand-new turf - potentially valuable property created from whole cloth by the nonprofit corporation that oversees the Internet's naming system.

One local Internet lawyer foresees a fight for control of dot-Philly. New York City has already made it clear that it sees dot-NYC as a potential civic asset, and has taken steps to steer its future. And large companies will undoubtedly become lords of their own domains. You can expect to see dot-Ford, dot-Google, and dot-Microsoft.

But the rules laid down last week by ICANN, the Internet Corporation for Assigned Names and Numbers, don't stop with such obvious new entrants, which will add to the handful of top-level domains that have joined the pioneers over the last decade - such as dot-info, dot-biz, dot-mobi, dot-jobs, and dot-travel.

Come January, when the application process opens for new top-level domains, the lid comes off. ICANN initially expects only a few hundred prospective domain registrants to pay its \$185,000 application fee. But qualified applicants can seek to create domains based on just about any word in the dictionary, place name in the gazetteer, or trade name under the applicant's legitimate control.

To supporters of the more open architecture, the change is a long time coming.

"What people are looking for are domain names that reflect their preference in some way. There's no reason to be restricted to dot-com, dot-org, or dot-net," says Milton Mueller, a professor at Syracuse University active in Internet-governance issues. "If you want to try dot-music or dot-food, why not try?"

Even advocates of the new rules say they are unsure how these turf battles will play out - or even how much the outcomes will matter.

In the Web's early years, turf battles were often over control of generic names that seemed to have obvious value, such as Pets.com or Cars.com. Any business looking to build an online identity faced the worry that Web surfers would go to the site of a more aggressive competitor.

I'm living proof of their concerns. Well aware there may be better choices, I still reflexively type in www.weather.com when I want a quick forecast. I'm not choosing the Weather Channel's site over, say, AccuWeather's or the National Weather Service's. But it meets my needs and, above all, has a memorable address.

The explosion of new top-level domains could change that dynamic, says Frank Taney, chair of an information-technology group at Philadelphia's Buchanan Ingersoll & Rooney law firm. Taney says he expects the new top-level domains to eventually decrease the value of generic dot-com names, simply because there will be so many possibilities.

Since ICANN's announcement, Taney has been musing over the local impact - including the prospect of a fight over dot-philly as a new top-level domain.

"Nobody has exclusive rights to use Philly," Taney says, noting that the string of six letters, P-H-I-L-L-Y, is part of several hundred registered trademarks - including my own media company's Philly.com. "It's a nickname for the city and really for the region."

In its guidebook on how the new domains will be awarded, ICANN itself warns of the problem for "nicknames or close renderings of a city name," and suggests that a city may want to submit its own application.

Might Philadelphia do that - perhaps on its own or via some public-private partnership?

Tommy Jones, Philadelphia interim chief technology officer, says city officials have begun to weigh the possibilities.

"We're just trying to decide which one we're going for: **dot-Philly**, **dot-Phila**, or **dot-Philadelphia**," says Jones, a recent transplant from Washington who prefers **dot-Philly** but wonders if the nickname is used more by outsiders than by locals. "Within Philadelphia, there don't seem to be a lot of things that refer to the city as Philly."

While advocates see the new top-level domains as democratizing the Internet, the shift isn't without its critics. One is Esther Dyson, a pioneering Internet entrepreneur who served as ICANN's founding chairwoman.

"It's great to create things of value out of nothing. But this is creating duplication and redundancy rather than value," Dyson says. "Ultimately, it's going to enrich people who run registries and license domain names."

Dyson suggests that an explosion of new top-level domains will address a problem that doesn't exist, or perhaps one that can't be solved: people's ability to recall Web addresses.

"The big problem here is that people can't get the domain name they want," she says. "But there isn't a shortage of domain names. There's a shortage of space in people's heads."

Contact columnist Jeff Gelles

Lexis® Search Results:

body (dot and ("domain name" or tld)) 1233 Major US Newspapers 01/29/2013 17:16:27 (viewed first 60 results)

PTO Form 1957 (Rev 9/2005)

OMB No. 0651-0050 (Exp. 04/2009)

Response to Office Action

The table below presents the data as entered.

Input Field	Entered
SERIAL NUMBER	79035820
LAW OFFICE ASSIGNED	LAW OFFICE 101
MARK SECTION (no change)	
ARGUMENT(S)	
<p>The Examining Attorney refused registration of applicant's mark .RUS in connection with "alcoholic beverages (except beer)" because he believes this mark is geographically descriptive, or in the alternative geographically misdescriptive or deceptive.</p> <p>Applicant confirms that its goods are distilled in Russia. However, applicant submits that the mark as presented is suggestive and not merely descriptive. As evident in the attached dictionary definition, RUS. is an abbreviation for Russia. However, the applicant's mark is not an abbreviation because the dot "." is placed before the wording RUS.</p> <p>If it is not an abbreviation, then it could be perceived as a domain name. However, according to the attached webpage of a Russian domain name registrar, the top level country domain name for Russia is .RU not .RUS. The applicant's mark is therefore a mystery, neither an abbreviation for Russia nor a domain name for Russia, yet it has qualities of both.</p> <p>Applicant submits that the applicant's mark is suggestive of goods having Russian origin. This is because the appearance of a top level country domain name, but not constituting a domain name, suggests that the goods originate from a particular country. This suggestion combined with an apparent inverted abbreviation of Russia suggests that the applicant's goods originate from Russia.</p> <p>Applicant's mark is therefore highly suggestive, but not geographically descriptive. For these reasons, the Examining Attorney is respectfully requested to withdraw the refusal.</p>	
EVIDENCE SECTION	
EVIDENCE FILE NAME(S)	<u>\\TICRS2\EXPORT13\790\358\79035820\xml5</u> <u>\ROA0002.JPG</u>
	<u>\\TICRS2\EXPORT13\790\358\79035820\xml5</u> <u>\ROA0003.JPG</u>
DESCRIPTION OF EVIDENCE FILE	webpage, dictionary definition
GOODS AND/OR SERVICES SECTION (current)	

INTERNATIONAL CLASS	033
DESCRIPTION	Alcoholic beverages (except beers)
GOODS AND/OR SERVICES SECTION (proposed)	
INTERNATIONAL CLASS	033
DESCRIPTION	Alcoholic beverages except beer; alcoholic beverages of fruit; vodka; distilled spirits of potato or corn
CORRESPONDENCE SECTION	
NAME	John Alunit
FIRM NAME	Patel & Alunit, PC
STREET	16830 Ventura Blvd., Suite 360
CITY	Encino
STATE	California
ZIP/POSTAL CODE	91436
COUNTRY	United States
PHONE	818-380-1900
FAX	818-380-1908
EMAIL	jalunit@patelalunit.com
AUTHORIZED EMAIL COMMUNICATION	Yes
SIGNATURE SECTION	
DECLARATION SIGNATURE	/john alunit/
SIGNATORY'S NAME	John Alunit
SIGNATORY'S POSITION	Attorney at Law
DATE SIGNED	08/29/2007
RESPONSE SIGNATURE	/john alunit/
SIGNATORY'S NAME	John Alunit
SIGNATORY'S POSITION	Attorney at Law
DATE SIGNED	08/29/2007
AUTHORIZED SIGNATORY	YES
FILING INFORMATION SECTION	
SUBMIT DATE	Wed Aug 29 14:41:28 EDT 2007

TEAS STAMP	USPTO/ROA-66.245.226.144- 20070829144128066416-7903 5820-38050a6185ae3cb6c15c eb6ea43bfa701a-N/A-N/A-20 070829141853036282
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PTO Form 1957 (Rev 9/2005)

OMB No. 0651-0050 (Exp. 04/2009)

Response to Office Action

To the Commissioner for Trademarks:

Application serial no. **79035820** has been amended as follows:

ARGUMENT(S)

In response to the substantive refusal(s), please note the following:

The Examining Attorney refused registration of applicant's mark .RUS in connection with "alcoholic beverages (except beer)" because he believes this mark is geographically descriptive, or in the alternative geographically misdescriptive or deceptive.

Applicant confirms that its goods are distilled in Russia. However, applicant submits that the mark as presented is suggestive and not merely descriptive. As evident in the attached dictionary definition, RUS. is an abbreviation for Russia. However, the applicant's mark is not an abbreviation because the dot "." is placed before the wording RUS.

If it is not an abbreviation, then it could be perceived as a domain name. However, according to the attached webpage of a Russian domain name registrar, the top level country domain name for Russia is .RU not .RUS. The applicant's mark is therefore a mystery, neither an abbreviation for Russia nor a domain name for Russia, yet it has qualities of both.

Applicant submits that the applicant's mark is suggestive of goods having Russian origin. This is because the appearance of a top level country domain name, but not constituting a domain name, suggests that the goods originate from a particular country. This suggestion combined with an apparent inverted abbreviation of Russia suggests that the applicant's goods originate from Russia.

Applicant's mark is therefore highly suggestive, but not geographically descriptive. For these reasons, the Examining Attorney is respectfully requested to withdraw the refusal.

EVIDENCE

Evidence in the nature of webpage, dictionary definition has been attached.

Evidence-1

Evidence-2

CLASSIFICATION AND LISTING OF GOODS/SERVICES

Applicant proposes to amend the following class of goods/services in the application:**Current:** Class 033 for Alcoholic beverages (except beers)

Original Filing Basis:

Filing Basis Section 66(a), Request for Extension of Protection to the United States. Section 66(a) of the Trademark Act, 15 U.S.C. §1141f.**Proposed:** Class 033 for Alcoholic beverages except beer; alcoholic beverages of fruit; vodka; distilled spirits of potato or corn**Filing Basis Section 66(a)**, Request for Extension of Protection to the United States. Section 66(a) of the Trademark Act, 15 U.S.C. §1141f.**CORRESPONDENCE ADDRESS CHANGE**

Applicant proposes to amend the following:

Current: RA lic.iur. Urs Weber Goethestrasse 61 CH-9008 St. Gallen SWITZERLAND**Proposed:** John Alunit of Patel & Alunit, PC, having an address of 16830 Ventura Blvd., Suite 360 Encino, California United States 91436, whose e-mail address is jalunit@patelalunit.com, whose phone number is 818-380-1900 and whose fax number is 818-380-1908.**SIGNATURE(S)****Declaration Signature**

If the applicant is seeking registration under Section 1(b) and/or Section 44 of the Trademark Act, the applicant had a bona fide intention to use or use through the applicant's related company or licensee the mark in commerce on or in connection with the identified goods and/or services as of the filing date of the application. 37 C.F.R. Secs. 2.34(a)(2)(i); 2.34 (a)(3)(i); and 2.34(a)(4)(ii). If the applicant is seeking registration under Section 1(a) of the Trademark Act, the mark was in use in commerce on or in connection with the goods or services listed in the application as of the application filing date. 37 C.F.R. Secs. 2.34(a)(1)(i). The undersigned, being hereby warned that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statements may jeopardize the validity of the application or any resulting registration, declares that he/she is properly authorized to execute this application on behalf of the applicant; he/she believes the applicant to be the owner of the trademark/service mark sought to be registered, or, if the application is being filed under 15 U.S.C. §1051(b), he/she believes applicant to be entitled to use such mark in commerce; to the best of his/her knowledge and belief no other person, firm, corporation, or association has the right to use the mark in commerce, either in the identical form thereof or in such near resemblance thereto as to be likely, when used on or in connection with the goods/services of such other person, to cause confusion, or to cause mistake, or to deceive; that if the original application was submitted unsigned, that all statements in the original application and this submission made of the declaration signer's knowledge are true; and all statements in the original application and this submission made on information and belief are believed to be true.

Signature: /john alunit/ Date: 08/29/2007

Signatory's Name: John Alunit

Signatory's Position: Attorney at Law

Response Signature

Signature: /john alunit/ Date: 08/29/2007

Signatory's Name: John Alunit

Signatory's Position: Attorney at Law

The signatory has confirmed that he/she is an attorney who is a member in good standing of the bar of

the highest court of a U.S. state, which includes the District of Columbia, Puerto Rico, and other federal territories and possessions; and he/she is currently the applicant's attorney or an associate thereof; and to the best of his/her knowledge, if prior to his/her appointment another U.S. attorney or a Canadian attorney/agent not currently associated with his/her company/firm previously represented the applicant in this matter: (1) the applicant has filed or is concurrently filing a signed revocation of or substitute power of attorney with the USPTO; (2) the USPTO has granted the request of the prior representative to withdraw; (3) the applicant has filed a power of attorney appointing him/her in this matter; or (4) the applicant's appointed U.S. attorney or Canadian attorney/agent has filed a power of attorney appointing him/her as an associate attorney in this matter.

Mailing Address: John Alunit
Patel & Alunit, PC
16830 Ventura Blvd., Suite 360
Encino, California 91436

Serial Number: 79035820
Internet Transmission Date: Wed Aug 29 14:41:28 EDT 2007
TEAS Stamp: USPTO/ROA-66.245.226.144-200708291441280
66416-79035820-38050a6185ae3cb6e15ceb6ea
43bfa701a-N/A-N/A-20070829141853036282

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Agency: n/a

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General information:

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Russia is the largest country in the world. Russia has the world's ninth-largest population. Russia shares land borders with Norway, Finland, Estonia, Latvia, Lithuania, Poland, Belarus, Ukraine, Georgia (including Abkhazia and South



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payment - definition

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NOUN [Pronunciation](#) /'peɪmənt/ [Word Forms](#)

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- [COUNTABLE] an amount of money that you pay or receive
The first payment is due on January 31.
make a payment: You have to make a payment of \$55 every month.
meet payments (-manage to make payments): He failed to meet payments on his rent.
cash payment: Large cash payments had been made to four government officials.
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Related dictionary definitions

- down payment NOUN
- progress payment NOUN

Credit Card Online Payment

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Collocations: payment

- Collocations**
- payment1
- accept, authorize, delay, demand, enforce, make, meet, receive, secure, suspend, withhold

- [UNCOUNTABLE] the process of paying money
payment of: We require prompt payment of all bills.
on payment of something (-when something has been paid): Membership may be renewed on payment of further subscriptions.
delay/withhold payment: Many companies delay payment as long as they can.
[Thesaurus entry for this meaning of payment](#)
- [UNCOUNTABLE] something that happens to you, as a reward or punishment for something that you have done
payment for: Such an insignificant position didn't seem like fair payment for his years of loyalty.
[Thesaurus entry for this meaning of payment](#)

PHRASE

- payment in kind**
something that you give or receive instead of money
Books were offered as payment in kind.
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zero hours contract
an employment agreement in which a person only works when the employer needs them and so has no regular amount of work or working hours
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twintern nevertree funemployment
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Word of the Day

duplicity
dishonest behaviour that is intended to trick someone

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PayPal is the faster, safer way to pay and get paid online.

PayPal is the faster, safer way to pay and get paid online, via a mobile device and in store. The service gives people simpler ways to send money without sharing financial information, and with the flexibility to pay using their account balances, bank accounts, credit cards or promotional financing. With 132 million active accounts in 193 markets and 25 currencies around the world, PayPal enables global commerce, processing more than 7.7 million payments every day. Because PayPal helps people transact anytime, anywhere and in any way, the company is a driving force behind the growth of mobile commerce and expects to process \$20 billion in mobile payments in 2013. PayPal is an eBay (Nasdaq:EBAY) company and contributed 40 percent of eBay Inc.'s revenues in 2012. PayPal is headquartered in San Jose, Calif. and its international headquarters is located in Singapore. More information about the company can be found at www.paypal-media.com.

Company's Founding Date
December 1998

Corporate Headquarters
2211 North First Street
San Jose, California 95131

Web Site Address
www.paypal.com

Worldwide Operations
12312 Fort Grace Boulevard
La Vista, Nebraska 68128

Find PayPal by Country:

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Financials

- PayPal has 132 million active registered accounts and is available in 193 markets.
- PayPal supports payments in 25 currencies including: U.S. Dollar, Australian Dollar, Canadian Dollar, Hong Kong Dollar, Singapore Dollar, Taiwan New Dollar, New Zealand Dollar, Euro, Swiss Franc, Czech Koruna, Swedish Krona, Danish Krone, Norwegian Krone, Hungarian Forint, Mexican Peso, Philippine Peso, Malaysian Ringgit, Chinese RMB, Israeli New Shekel, Pounds Sterling, Brazilian Real, Polish Zloty, Thai Baht, Turkish Lira and Japanese Yen.
- PayPal has localized marketing websites in more than 80 markets around the world.
- PayPal is headquartered in San Jose, Calif. with offices in Timonium, Md. Its European headquarters is in Luxembourg and its international headquarters is located in Singapore. PayPal has a mobile system located in Dublin, Shanghai, Asia, Dublin and

<https://www.paypal-media.com/about>

Related Links

- [Download PayPal Q2 2013 Fast Facts](#)
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eBay Companies

PayTrust Online Bill Pay Frequently Asked Questions

Have questions about PayTrust bill pay service?

Here are answers to frequently asked questions about PayTrust. If you do not find the answers to your specific question or would like additional information, simply contact us at 1-800-888-8888 or via chat. Our staff is available to assist you 24 hours a day, 7 days a week, except for holidays.

Start for FREE

General Frequently Asked Questions

How does PayTrust work? How is PayTrust different from online banking? Can I use PayTrust to pay anyone? Can I pay my bills from multiple bank accounts? Is PayTrust available in my area? Do I have to change banks? Do I have to have online banking to use PayTrust? Can I still see the details of my bill before I approve it? What if my bill cannot accept electronic payments? How do my bills know I am using PayTrust? How can I get help or have a question answered?

How does PayTrust work? PayTrust is the easy way to receive, pay and track all your bills online. PayTrust completely automates the payment of bills by receiving your bills 10 days before the due date and sending them to our processing center and scanned for you to pay. Electronic bills arrive directly to your account. You can then view all your bills in PayTrust, and pay with one click.

How is PayTrust different from online banking? PayTrust is a separate online solution for bill delivery, bill payment and management. It works with any bank and does not require you to have an online banking account. While many banks offer the ability to receive bills online, you will still be required to track and manage all of the paper bills that come to your home. By receiving your bills and scanning the process, PayTrust helps remove the burden of handling multiple bills. PayTrust allows you to track payments to anyone even someone who doesn't normally send you a bill. So you can have headaches, lesser worries and let more time.

Can I use PayTrust to pay anyone? You can use PayTrust to pay anyone with a U.S. mailing address. To issue a payment from the PayTrust Bill Center, you will need to set up a Profile. Most bills are business checks, and PayTrust Bill Center can handle most Common Paper Checks. Some bills may require more steps, such as a neighborhood loan service or a bill you wish to give a gift check. You can enter complete contact information into a Personal Paper Profile, and we can issue payments to anyone you want. Please note, certain payments, such as tax payments to the IRS are discouraged, but may be scheduled at your own risk.

Can I pay my bills from multiple bank accounts? Yes, you can pay your bills from multiple bank accounts. You can use up to 10 different accounts at different banks.

Is PayTrust available in my area? PayTrust is currently available anywhere in the United States. Due to banking rules and internet security restrictions, the PayTrust service is not currently available in any other countries. U.S. subscribers can access PayTrust to receive and pay their U.S. bills, even while traveling abroad.

Do I have to change banks? No, PayTrust works with any bank or transaction account that allows check-writing privileges.

Do I have to have online banking to use PayTrust? PayTrust works with your current bank and does not require online banking.

Can I still see the details of my bill before I approve it? Yes, PayTrust provides both summary and detail information for your bills. You can view or print a full image of the bill at any time.

What if my bill cannot accept electronic payments? PayTrust will issue a paper check if your bill cannot accept electronic payments.

How do my bills know I am using PayTrust? When you enroll in PayTrust, and any time afterwards, you can select which of your bills you would like to receive online. PayTrust works with any of the bills you have today. PayTrust will assist you in notifying your biller to send your bills, either electronically or by mail, to your PayTrust account for online delivery in the Bill Center.

How can I get help or have a question answered? If you experience difficulty with the service or if you have questions about your account, call 1-800-888-8888 to contact us. Our staff of trained support representatives is available to assist you 24 hours a day, 7 days a week except for holidays, in the Bill Center. PayTrust also features rich, content-sensitive online help that can answer most typical questions.

Getting Started with PayTrust FAQs

How PayTrust Works FAQs

PayTrust Capabilities FAQs

E-Bills FAQs

What is the difference between E-Bills™ and Scanned Bills? What are E-Bills™? When registering a biller for E-Bills™, which User ID & Password do I enter? Is the login information for my biller's Web site kept private/secure? Which billing address is used for E-Bill-enabled billers? I registered a biller for E-Bills™. Why am I receiving the paper bill at home? Are bills sent to E-Bill-enabled billers made electronically?

What is the difference between E-Bills™ and Scanned Bills? An E-Bill™ is an electronic version of your bill that we retrieve directly from your biller's Web site and display for you online in the PayTrust Bill Center.

Scanned Bills are Paper Bills which are sent to our processing center where they are scanned and displayed for you online in the PayTrust Bill Center.

What are E-Bills™? An E-Bill™ is an electronic version of your bill that we retrieve directly from your biller's Web site and display for you online in PayTrust. There are 3 types of E-Bills: E-Bills™ which are generated by the biller and sent to us. These E-Bills™ are considered transactions. E-Bills™ which require login information that you have established at a biller's website. These bills do not count as transactions. Your member bill. This does not count as a transaction.

When registering a biller for E-Bills™, which User ID & Password do I enter? When adding or editing an E-Bill-enabled biller to your PayTrust account, you will be prompted to enter your login information for the biller's Web site. Many bills are sent to you via mail. If you were accessing your account at the Web site, if you are not yet registered for access access to your account through the biller's Web site, please take a moment to do so before continuing with the E-Bill setup process. Note: Not you should enter your User ID and Password for other requested information for the biller's Web site—not your PayTrust User ID and Password.

Is the login information for my biller's Web site kept private/secure? PayTrust is committed to safeguarding the privacy and security of all of your personal information. Your login information is kept confidential, and is used only to restore an electronic version of your bill from the biller's Web site so that we can present it to you online within the PayTrust Bill Center. For your security, the login credentials information you enter is encrypted using 128-bit SSL encryption.

Which billing address is used for E-Bill-enabled billers? Enabling PayTrust to securely receive E-Bills from your biller's Web site eliminates the need to change your address on the biller's Web site and instead your paper bill to the PayTrust Processing Center.

I registered a biller for E-Bills™. Why am I receiving the paper bills? Some billers may continue to send a paper bill to your home even after you begin receiving the bill online. Some billers may offer the option of "burning off" the paper bill, either by indicating such a preference on the biller's Web site, or by contacting their Customer Service department by phone or e-mail. If a duplicate paper bill is received at the PayTrust Processing Center, it will be scanned and presented to you as a notice (rather than a bill).

Are payments to E-Bill-enabled billers made electronically? The biller's biller is essential for the presentation of E-Bills™, and necessarily an indication that they can accept payments via electronic funds transfer (EFT). E-Bill presentation and EFT payments are directly related technology initiatives. Depending on the particular biller's capabilities, payments are issued either electronically or via paper check.

Privacy and Security FAQs

Client Services FAQs

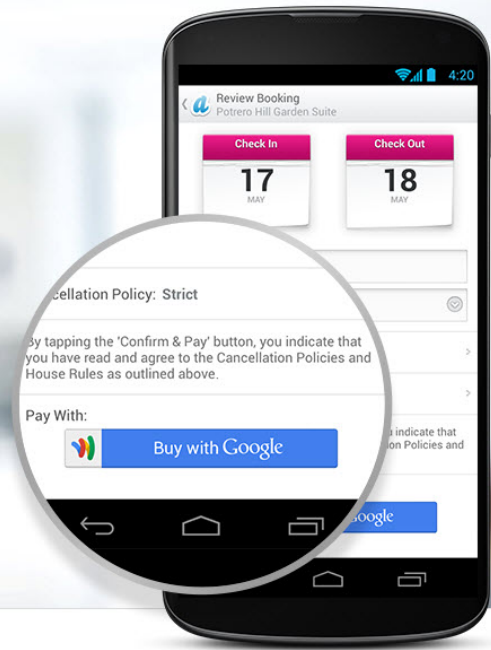
Home > Online Bill Pay FAQs

Table with 3 columns: Site type, Personal finance software, More Intuit products. Rows include: Bills (Personal finance home page), Bills (Free personal finance software), Bills (Banking software), Bills (Investment software), Bills (Business software), Bills (Real estate software), Bills (Education software), Bills (Healthcare software), Bills (Travel software), Bills (Retail software), Bills (Marketing software), Bills (Project management software), Bills (Customer management software).

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Easy

ProPay Link leverages easy-to-use, intuitive functions and features. The application is designed to "fit" with its native operating system – so if you're used to an Android phone, the application will be familiar to you, even if you've never used it before. If you have an iPhone, the application will maintain the look and feel of the iOS platform.


Secure

All payment information is stored in ProPay's secure payment processing platform, ProtectPay®. No data is stored on the phone, so there is no risk if the phone is lost or stolen. In addition, ProPay Link features multiple layers of authentication, requiring users to log in to the application and to authenticate every payment authorization. That means unauthorized users won't be able to make purchases using your phone.

To Download the ProPay Link application...

From an iPhone, simply visit the App Store and search for ProPay Link. To download the application to an Android phone, visit the Android Marketplace and search for ProPay Link. The application is free!

More Information

If you have questions or comments, please email link@propay.com or call 866.573.0951

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Amazon Flexible Payments Service

The freedom to integrate payments your way

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Amazon Flexible Payments Service is designed for developers by developers. Whether you sell physical or digital goods, Flexible Payments Service provides a robust API toolkit that enables you to integrate payments how and where you want. The APIs support a wide range of payment needs, including one-time payments, subscriptions, deferred payments, marketplace payments, and multi-use authorizations. Once it is integrated with your website or application, hundreds of millions of Amazon customers will be able to pay quickly and easily using the information stored in their Amazon accounts.

Functionality

Amazon Flexible Payments Service can support a wide range of use cases and payment needs, including:

- One-time payments: supports simple one-time payment use cases
- Recurring payments: lets customers schedule recurring payments
- Deferred payments: gives you the control to charge the customer when you want
- Multi-use payments: enables you to charge the customer multiple times based on a single authorization
- Marketplace payments: facilitates multi-payment needs between buyers and sellers in a marketplace

You can accept payments on your website for selling goods or services, execute recurring payments, and send payments. After a customer selects their payment method, you receive an authorization token. You can use this authorization token to accept one-time payments or to accept recurring payments by calling the Amazon Flexible Payments Service API. You'll be notified once the payment is processed. No matter how you integrate, the experience for your customers is simple and convenient.

Getting started

To get started, sign up for an Amazon Web Services account and an Amazon Payments business account. Sign up here and follow the instructions. Your use of this service is subject to the Amazon Web Services Customer Agreement and the Amazon Payments User Agreement. Your use of Amazon Payments is also subject to the Amazon Payments Acceptable Use Policy and Privacy Notice.

[Sign Up](#)

Integration

Amazon Flexible Payment Service APIs are categorized by use case into packages called Quick Starts, which allows for easier implementation. Review the available Quick Starts below and select the option that best meets your needs.

- **Basic Quick Start.** Accept one-time payments on your website for physical goods, digital goods, or services.
- **Advanced Quick Start.** Execute recurring, deferred, or multi-use payments. Ideal for subscription and usage-based services.
- **Marketplace Quick Start.** Facilitate transactions between a buyer and third-party seller, charge a commission for the transaction, and control which party pays the payment processing fee.

While our Quick Starts support most payment use cases, the Comprehensive API Set can be used to support applications that need access to a more granular set of payment APIs. Developers can use these lower-level APIs to create even more unique Payment Instructions, virtually without limitation, on the types of rules or conditions associated with a given transaction.

Developers can utilize the Amazon Flexible Payments Service Sandbox to build and test applications without using real money or incurring any transaction charges. You can use your Amazon Web Services account to access the sandbox. [Sign up for the Flexible Payments Service sandbox.](#)

Pricing

Amazon Payments offers low, predictable costs. You know upfront what you will pay because there are no hidden fees or add-ons for monthly use, set-up, cancellation, unused authorizations, or fraud protection. Amazon's pricing can help lower the total cost of accepting payments for your business.

Our fees for all online sellers who use Amazon Payments are assessed on a per-transaction basis. These fees are based on a percentage of the transaction amount plus a per-transaction fee. Our standard transactional rate is 2.9% + \$0.30 per transaction for transactions of \$10 or more.

Reduced Rates

Amazon Payments offers volume discounts on processing fees for transactions of \$10 or more. These discounts are available by application only. Discount levels for an account are based on the average transaction payment volume for the three months preceding the application date.

TOTAL MONTHLY PAYMENT VOLUME	U.S. CREDIT CARD	INTERNATIONAL CREDIT CARD
\$100,000 or more	1.9% + \$0.30	2.9% + \$0.30
\$10,000-99,999.99	2.2% + \$0.30	3.2% + \$0.30
\$3,000-9,999.99	2.5% + \$0.30	3.5% + \$0.30
\$0-2,999.99	2.9% + \$0.30	3.9% + \$0.30

Discounts are also available for micropayments and nonprofit organizations.

Rates for Micropayments: For transactions less than or equal to \$9.99, we offer a fee of 5.0% + \$0.05 per transaction.

Rates for Nonprofit Organizations: 501(c)(3) organizations using Amazon Payments to process donations are eligible for a discounted transaction rate of 2.2% + \$0.30 per transaction. To receive the discount, identify your organization as a nonprofit when you sign up for Amazon Payments. Once your 501(c)(3) status is verified, the reduced rate will be applied automatically.

For full pricing information by product, [see our fee schedule.](#)

Resources

- Getting Started Guide
- Basic Quick Start Developer Guide
- Advanced Quick Start Developer Guide
- Marketplace Quick Start Developer Guide
- Aggregated Payments Quick Start Developer Guide
- Account Management Quick Start Developer Guide
- Resource Center
- Amazon FPS Sandbox
- Forum
- Developer Guide (API Version 2007-01-08)
- WSDL
- Payment Marks & Graphics
- FAQs
- Reserve Policy
- Contact Us

Your Account	Personal	Business	Developers	Help
Transaction Overview	Overview	Why Amazon Payments	Flexible Payments Service	Personal Accounts
Account Settings	Shop Online	Payment Solutions		Checkout by Amazon
	Send Money	Pricing		Amazon Payments Advanced
		Resources		Flexible Payments Service
				Amazon Simple Pay
				Internet Scams and Phishing
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These search terms are highlighted: **pay online payment**

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VERB:
paid (páid) [key](#) , paying, pays
VERB:
tr.

- To give money in return for goods or services rendered; *pay the cashier.*
- To give (money) in exchange for goods or services; *paid four dollars for a hamburger; paid an hourly wage.*
- To discharge or settle (a debt or obligation); *paying taxes; paid the bill.*
- To give recompense for; *requite: a kindness that cannot be paid back.*
 - To give recompense to; reward or punish; *I'll pay him back for his insults.*
- To bear (a cost or penalty, for example) in recompense; *She paid the price for her unpopular opinion.*
- To yield as a return a savings plan that paid six percent interest.
- To afford an advantage to; profit; *It paid us to be generous.*
- To give or bestow; *paying compliments; paying attention.*
- To make (a visit or call).
- Past tense and past participle paid or payed (páid) [key](#).* To let out (a line or cable) by slackening.

VERB:
intr.

- To give money in exchange for goods or services.
- To discharge a debt or obligation.
- To bear a cost or penalty in recompense; *You'll pay for this mischief.*
- To be profitable or worthwhile; *It doesn't pay to get angry.*

ADJECTIVE:

- Of, relating to, giving, or receiving payments.
- Requiring payment to use or operate; *a pay toilet.*
- Yielding valuable metal in mining; *a pay streak.*

NOUN:

- The act of paying or state of being paid.
- Money given in return for work done; salary; wages.
- Recompense or reward; *Your thanks are pay enough.*
 - Retribution or punishment.
- Paid employment; *She works in our pay.*
- A person considered with regard to his or her credit or reliability in discharging debts.

PHRASAL VERBS:
pay off

- To pay the full amount on (a debt).
- To effect profit; *a bar that paid off poorly.*
- To get revenge for or on; requite.
- To pay the wages due to (an employee) upon discharge.
- Informal* To bebe.
- Nautical* To turn or cause to turn (a vessel) to leeward.

pay out

- To give (money) out; spend.
- To let out (a line or rope) by slackening.

pay up
To give over the full monetary amount demanded.

IDIOMS:
pay (one's) dues
To earn a given right or position through hard work, long-term experience, or suffering; *She paid her dues in small-town theaters before being cast in a Broadway play.*

pay (one's) way
To contribute one's own share; pay for oneself.

pay the piper
To bear the consequences of something.

pay through the nose *Informal*
To pay excessively.

ETYMOLOGY:
Middle English *paien*, from Old French *paier*, from Late Latin *pāg-ēre*, to appease, from Latin, to pacify, *subdue*, from *pax*, *pax*-, peace; see *pax*- in Indo-European roots

WORD HISTORY:
Given the unpeaceful feelings one often has in paying bills or income taxes, it is difficult to believe that the word *pay* ultimately derives from the Latin word *pax*, "peace." However, it is not the peace of the one who pays that is involved in this development of meaning. From *pax*, meaning "peace" and also "a settlement of hostilities," was derived the word *pacify*, "to impose a settlement on peoples or territories." In Late Latin *pāg-ēre* was extended in sense to mean "to appease." The Old French word *paier* that developed from Latin *pāg-ēre* came to have the specific application "to pacify or satisfy a creditor," a sense that came into Middle English along with the word *paier* (first recorded around the beginning of the 13th century), the ancestor of our word *pay*.

[Thesaurus](#) [synonyms for pay](#)

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These search terms are highlighted: **pay online payment processing**

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Payments Topics

- [Electronic Federal Tax Payment System \(EFTPS\)](#)
- [Debit or Credit Card](#)
- [Check or Money Order](#)
- [Understand Your IRS Notice](#)
- [Alternative Payment Plans & Hardship Information](#)
- [Collection Process](#)
- [U.S. Residency Certification Fees](#)
- [Online Payment Agreement Application](#)

Pay your Taxes by Debit or Credit Card



[Choose your payment processor and pay now](#)

[Español](#)

You can **pay** by debit or credit card whether you e-file, paper file or are responding to a bill or notice. It's safe and secure - the IRS uses standard service providers and commercial card networks.

- Your **payment** will be processed by a **payment** processor who will charge a **processing** fee, which may be tax deductible. The fees vary by service provider.
- Your information will only be used to process your **payment**.
- No part of the service fee goes to the IRS.
- The types of payments ([Individual or Business](#)) and limits on how many debit or credit card payments you can make in a year, quarter, or month, vary according to the type of tax you are paying.

How to Make a Payment

You can **pay** by debit or credit card by internet or over the phone. Please note that debit or credit payments cannot usually be cancelled.

Step 1: On IRS.gov

- Choose a **payment** processor
- Select processor website or phone number

Step 2: With your Payment Processor

- Select **payment** type
- Enter personal or business information
- Enter billing information
- Review and confirm information
- Record **payment** confirmation number

You will need:


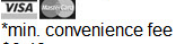



- Primary SSN (first person listed on the return) and secondary SSN (if a joint return). Businesses need the EIN.
- Card number and expiration date
- Billing address information, if requested
- Amount of tax **payment**
- E-mail address for confirmation of **payment** (internet only)
- Daytime phone number

Get Started: Choose a Payment Processor

Paying with a debit card can save you money! Below you will find the website link name in

Get Started: Choose a Payment Processor

Paying with a debit card can save you money! Below you will find the website link, name (in parenthesis) and phone number of the service provider, the fee charged for **payment** by card, and the types of cards accepted. Please note that your **payment** date will be the date that the charge is authorized.

OfficialPayments.com/fed (Official Payments Corporation) 888-872-9829 Payment 877-754-4420 Live Operator 877-754-4413 Service	\$3.95** Debit Card Flat Fee	2.35%* Credit Card Fee	Payments Accepted:  *min. convenience fee \$3.95 **MasterCard debit fee 2.35%
ChoicePay.com/fed (Official Payments Corporation) Personal Tax Payments Only 866-964-2552 Live Operator	\$3.48** Debit Card Flat Fee	1.88%* Credit Card Fee	Payments Accepted:  *min. convenience fee \$3.48 **MasterCard debit fee 1.88%
Pay1040.com (Link2GovCorporation) 888-729-1040 Payment 888-658-5465 Service	\$2.99 Debit Card Flat Fee	2.35%* Credit Card Fee	Payments Accepted:  *min. convenience fee \$2.99
Businessstaxpayment.com (Link2GovCorporation) 888-729-1040 Payment 888-658-5465 Service	\$2.99 Debit Card Flat Fee	2.35%* Credit Card Fee	Payments Accepted:  *min. convenience fee \$2.99
PayUSAtax.com (WorldPay US, Inc.) 888-972-9829 Payment 888-877-0450 Live Operator 877-517-4881 Service	\$3.49 Debit Card Flat Fee	1.89%* Credit Card Fee	Payments Accepted:  *min. convenience fee \$3.89

If you are e-filing your return or form and need to make a **payment**, visit [Pay by Debit or Credit Card when you E-file](#). Different fees apply to debit or credit card payments submitted via IRS e-file.

Additional Considerations

- [High balance payments](#) of \$100,000 or greater may require special coordination with the service provider you choose.
- You cannot make Federal Tax Deposits with a debit or credit card.
- You cannot get an immediate release of a Federal Tax Lien by making a debit or credit card **payment**. Please refer to [Publication 1468](#) for the recommended **payment** option when this is

This is Google's cache of <http://www.ccbill.com/online-merchants/payment-processing.php>. It is a snapshot of the page as it appeared on Aug 11, 2013 07:53:42 GMT. The [current page](#) could have changed in the meantime. [Learn more](#)
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These search terms are highlighted: **pay using online payment processing**

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Payment Processing

Billing Solutions

Fraud Protection

Member Management

Marketing Services

24/7 Consumer Support

Pricing

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PAYMENT PROCESSING

Home: Merchants: **Payment Processing**

Payment Processing

Payment Types

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[Integration Center](#)

Payment Processing Services

Simplifying the process
A big part of capturing **online** sales involves convenience. Does the site visitor have a selection of **payment** methods from which to choose? Are there options available for international payments? Is the buying experience intuitive for site visitors coming from different geographic regions and countries? With CCBill **online payment processing**, the answers are all yes.

All major credit cards from around the globe are accepted forms of **payment**. Furthermore, consumers can **pay** by electronic check or telephone. CCBill's international **payment** options include specifically designed debit services for Europe, and multiple currencies and multilingual forms help ensure consumer confidence.

Online Merchant Services

Functionality meets administration
Consumer experience aside, a **payment**



ADVANCED PAYMENT PROCESSING

- More **processing** options
- More tools
- More revenue streams
- No hidden fees



START PROCESSING TODAY

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Online Merchant Services
Functionality meets administration

Consumer experience aside, a **payment processing** service also must sufficiently meet the managerial and operational needs of the businesses that use it. Driving sales is great as long as there are corresponding administrative tools in place to support it that can easily be implemented by any sized operation.

Thanks to CCBill's large assortment of complimentary tools, integrating and customizing anything from regional pricing to electronic invoicing is easily accomplished. And the user-friendly **CCBill Admin Portal** is your one-stop shop for managing transactions, configuring account settings, viewing reports, and more. CCBill also uses **processing** servers that are globally load balanced to ensure platform stability.



ADVANCED PAYMENT PROCESSING

- More **processing** options
- More tools
- More revenue streams
- No hidden fees



START PROCESSING TODAY

"For more than 13 years, we have been **using** CCBill to process all of our consumer credit card transactions. The service levels and consistent payouts we have enjoyed during that time are second to none, and we are proud of our association with the safest credit card processor on the planet."

- Ray
Youngman
CEO
Watchersweb.com



Payments for Marketplaces [TRY IT OUT](#)





CHARGE + PAY OUT + ESCROW

cards and bank accounts to bank accounts funds

with [Balanced Processing](#) with [Balanced Payouts](#) use all 3 with [Balanced for Marketplaces](#)







Balanced Processing

Credit cards (U.S. and international)





Accept credit cards for your business.

No PCI requirements	Soft descriptor control	Completely white-labeled
Balanced is Level 1 PCI certified, so you can pass card data directly to us without worrying about compliance. More about security	Specify the credit card statement descriptor on a per-transaction basis.	Retain your brand and keep customers on your site; buyers do not need to sign up for a Balanced account.

Balanced Payouts

Bank accounts via same-day ACH (Wells Fargo accounts) | Bank accounts via next-day ACH (U.S. only)

Use with any card processor or as a stand-alone service for same-day bank deposits.

Pay out same day	No fees to add funds	Completely white-labeled
Balanced now offers same-day ACH payouts to Wells Fargo bank account holders. Pay all other merchants via next-day ACH. See payout schedule	To pay out, simply fund your balance with your bank account. More about pre-funding your account	Retain your brand and keep customers on your site; merchants do not need to sign up for a Balanced account.

Balanced for Marketplaces

Combine card **processing** and bank payouts with escrow.

1 Charge cards and bank accounts with [Balanced Processing](#)

2 Escrow funds

3 **Pay** out to bank accounts with [Balanced Payouts](#)

4 Collect your fees

Decide when to disburse funds

Once a card is charged, funds are implicitly placed in escrow for as long as you need. You decide when to **pay** your merchants upon fulfillment of an order or a service.
[More about escrow](#)

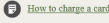

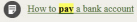








Define your own fee structure

Set your own fees by determining how much to collect from buyers, merchants, or both.
[View fee scenarios](#)

Integrate in minutes

Balanced provides client libraries and a RESTful API for you to easily integrate.

[View our docs](#)

Tutorials	Client libraries
	
	
	
	
Need help integrating? Contact us through one of our many support channels	
	
	

All inclusive pricing

No monthly fees. No setup fees. No recurring fees.

[More about pricing](#)

Processing credit card (per txn)	2.9% + 30^c
Processing bank account (per txn)	1% + 30^c / \$5 CAP
Payout: bank account (per deposit)	25^c

Solve your payments problem today. [TRY IT OUT](#)

Print: Aug 23, 2013

85287962

DESIGN MARK

Serial Number

85287962

Status

CANCELLATION TERMINATED - SEE TTAB RECORDS

Word Mark

.COMMUNITYPAY

Standard Character Mark

Yes

Registration Number

4129967

Date Registered

2012/04/17

Type of Mark

SERVICE MARK

Register

SUPPLEMENTAL

Mark Drawing Code

(4) STANDARD CHARACTER MARK

Owner

Wintrust Financial Corporation CORPORATION ILLINOIS 727 North Bank
Lane Lake Forest ILLINOIS 60045

Goods/Services

Class Status -- ACTIVE. IC 036. US 100 101 102. G & S: banking
services. First Use: 2012/01/03. First Use In Commerce: 2012/01/03.

Filing Date

2011/04/06

Amended Register Date

2012/01/06

Examining Attorney

RAPPAPORT, SETH A.

Attorney of Record

Angelo Bufalino

.COMMUNITYPAY

To: Inspire Commerce, Inc. (Lpearson@exemplarlaw.com)
Subject: U.S. TRADEMARK APPLICATION NO. 85601584 - DOT PAY - N/A
Sent: 8/23/2013 7:35:23 AM
Sent As: ECOM113@USPTO.GOV
Attachments:

UNITED STATES PATENT AND TRADEMARK OFFICE (USPTO)

**IMPORTANT NOTICE REGARDING YOUR
U.S. TRADEMARK APPLICATION**

USPTO OFFICE ACTION (OFFICIAL LETTER) HAS ISSUED
ON **8/23/2013** FOR U.S. APPLICATION SERIAL NO. 85601584

Please follow the instructions below:

(1) **TO READ THE LETTER:** Click on this [link](#) or go to <http://tsdr.uspto.gov>, enter the U.S. application serial number, and click on “Documents.”

The Office action may not be immediately viewable, to allow for necessary system updates of the application, but will be available within 24 hours of this e-mail notification.

(2) **TIMELY RESPONSE IS REQUIRED:** Please carefully review the Office action to determine (1) how to respond, and (2) the applicable response time period. Your response deadline will be calculated from **8/23/2013** (or sooner if specified in the Office action). For information regarding response time periods, see <http://www.uspto.gov/trademarks/process/status/responsetime.jsp>.

Do NOT hit “Reply” to this e-mail notification, or otherwise e-mail your response because the USPTO does NOT accept e-mails as responses to Office actions. Instead, the USPTO recommends that you respond online using the Trademark Electronic Application System (TEAS) response form located at http://www.uspto.gov/trademarks/teas/response_forms.jsp.

(3) **QUESTIONS:** For questions about the contents of the Office action itself, please contact the assigned trademark examining attorney. For *technical* assistance in accessing or viewing the Office action in the Trademark Status and Document Retrieval (TSDR) system, please e-mail TSDR@uspto.gov.

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