

TRADEMARK LICENSE AGREEMENT

(Specification 13 – .BRAND TLD Authorization and Registry License)

This Trademark License Agreement (“Agreement”) is entered into as of July 9, 2026, by and between:

Bank of America Corporation, a Delaware corporation with its principal executive offices at Bank of America Corporate Center, 100 North Tryon Street, Charlotte, North Carolina 28255 (“Licensor”),

and

ML 35 LLC, a Delaware limited liability company with its legal address c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801 (“Licensee”).

Licensor and Licensee are Affiliates within the meaning of the ICANN Base Registry Agreement.

1. DEFINITIONS

1.1 “Affiliate”

Has the meaning set forth in the ICANN Base Registry Agreement.

1.2 “Licensed Mark”

The “Licensed Marks” means the following U.S. registered trademarks owned by Licensor, including all textual elements necessary for operation of the applicable .BRAND TLD: FLAGSCAPE (U.S. Registration No. 6673299); MERRILL+ (U.S. Registration No. 2993782); ERICA (U.S. Registration No. 5530934); CASHPRO (U.S. Registration 1470920); and BANK OF AMERICA (U.S. Registration, 2650927,).

1.3 “TLD”

The top-level domain string .[brand], designated as a .BRAND TLD under Specification 13 of the ICANN Base Registry Agreement.

1.4 “Registry Agreement”

The ICANN Base Registry Agreement executed between Licensee and ICANN, including Specification 13.

2. LICENSE GRANT

2.1 Grant of License (Exclusive for TLD Purposes)

Licensor hereby grants to Licensee an exclusive (solely for .BRAND TLD registration purposes), worldwide, royalty-free, and irrevocable (subject to Section 7) license to use the Licensed Mark solely in connection with the application for, operation, and management of the TLD; provided, however, that Licensor may revoke this license to the extent there is a future transfer of the .BRAND TLD registrations to a different direct or indirect subsidiary of Licensor that is fully licensed by Licensor to use the Licensed Mark for such .BRAND TLD purposes.

This license expressly includes the right to:

- (a) Apply for the TLD with ICANN;
- (b) Enter into and perform obligations under the Registry Agreement;
- (c) Operate the TLD as the sole registry operator;
- (d) Register, maintain, and resolve domain names within the TLD; and
- (e) Use the Licensed Mark in the DNS, zone files, WHOIS/RDAP, and all registry-related systems.

2.2 Scope Limitation

The license granted herein is strictly limited to TLD-related use.

2.3 No Conflicting Rights

Licensor represents and warrants that it has not granted, and will not grant, any rights that conflict with this Agreement.

3. CONTROL AND AUTHORITY

3.1 Exclusive Authority Over the TLD

Licensee shall have full, exclusive, and independent authority to operate and manage the TLD and shall be the sole accountable party to ICANN.

3.2 Specification 13 – Registrant Restrictions

Registrations limited to Licensee, Licensor, and Affiliates.

3.3 DNS and Policy Control

Licensee maintains exclusive control over DNS, registry systems, and policies.

4. QUALITY CONTROL

Licensee shall adhere to Licensor's brand and trademark standards.

5. OWNERSHIP AND GOODWILL

All rights remain with Licensor; goodwill inures to Licensor.

6. ICANN-SPECIFIC COVENANTS

6.1 Rights Sufficient for ICANN

This Agreement confers clear, exclusive, enforceable rights sufficient for ICANN.

6.2 Authority to Apply and Operate

Licensee is authorized to apply, contract, and operate the TLD.

6.3 No Interference

Licensor shall not interfere with TLD operations.

6.4 Disclosure to ICANN

Agreement may be disclosed to ICANN.

7. TERM AND TERMINATION

Aligned with Registry Agreement lifecycle, and/or upon any authorized transfer of .BRAND TLDs to a licensed direct or indirect subsidiary of Licensor.

8. REPRESENTATIONS AND WARRANTIES

Each party has authority; Licensor owns the mark.

9. GOVERNING LAW

This Agreement and matters connected with the performance thereof shall be interpreted, applied, and governed in all respects in accordance with the substantive laws, but not the conflict of laws rules, of the State of New York, USA. The state and federal courts of the State of New York shall have sole and exclusive jurisdiction to hear and decide any dispute, claim or controversy related to this Agreement and matters connected with the performance thereof. Licensor and Licensee irrevocably consent to the sole and exclusive jurisdiction and venue of the state and federal courts of the State of New York over any such dispute and waive, to the fullest extent allowed by law, any defense or objection based on lack of in personam jurisdiction, improper venue, or forum non conveniens.

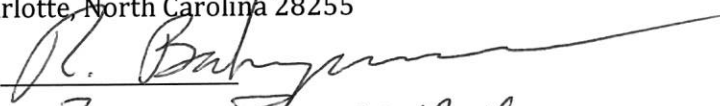
10. MISCELLANEOUS

Entire agreement; amendments in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

LICENSOR: BANK OF AMERICA CORPORATION

Bank of America Corporate Center
100 North Tryon Street
Charlotte, North Carolina 28255

By: 

Name: ROBERT BAHRAIPOUR

Title: SVP & Associate GC

Date: 7/15/2026

LICENSEE: ML 35 LLC

c/o The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, Delaware 19801

By: Laura J. Redd

Name: Laura J. Redd

Title: President

Date: 7/15/2026

Int. Cls.: 9, 16, 35, 36 and 38

**Prior U.S. Cls.: 2, 5, 21, 22, 23, 26, 29, 36, 37, 38, 50,
100, 101, 102 and 104**

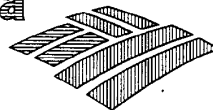
Reg. No. 2,650,927

United States Patent and Trademark Office

Registered Nov. 19, 2002

**TRADEMARK
SERVICE MARK
PRINCIPAL REGISTER**

Bank of America



BANK OF AMERICA CORPORATION (DELAWARE CORPORATION)

101 SOUTH TRYON STREET

**CHARLOTTE, NC 28255 , BY CHANGE OF NAME
BANKAMERICA CORPORATION (DELAWARE CORPORATION) CHARLOTTE, NC 28255**

FOR: AUTOMATIC TELLER MACHINES; MAGNETICALLY ENCODED PLASTIC ACCESS CARDS FOR USE IN BANKING, FINANCIAL, INVESTMENT AND INSURANCE INDUSTRIES; AND COMPUTER SOFTWARE FOR USE IN BANKING, FINANCIAL, INVESTMENT AND INSURANCE INDUSTRIES, NAMELY, SOFTWARE FOR ACCESSING AND CONDUCTING ELECTRONIC BANKING SERVICES VIA GLOBAL COMPUTER NETWORKS AND TELECOMMUNICATION NETWORKS; SOFTWARE FOR AUTOMATED CLEARANCE HOUSE PROCESSING; SOFTWARE ENABLING BANKING CUSTOMERS TO TRANSMIT PAYMENT AND COLLECTION ORDERS DIRECTLY AND AUTOMATICALLY ACCEPT ACCOUNT RECONCILIATION INFORMATION FROM THE BANK; SOFTWARE FOR USE IN CONNECTION WITH ELECTRONIC FUNDS TRANSFERS; SOFTWARE FOR ACCESSING DATA FROM ONE OR MORE MAINFRAMES AND OTHER COMPUTER SYSTEMS IN PRESENTING THE DATA IN A UNIFORM FORMAT TO OTHER TYPES OF COMPUTER APPLICATIONS; SOFTWARE FOR EDUCATING MORTGAGE LENDING PERSONNEL ABOUT FAIR LENDING PRACTICES; SOFTWARE FOR USE IN COMMUNICATION OF DATA BETWEEN COMPUTERS AND OTHER COMPUTERS OR COMPUTER PERIPHERALS; AND SOFTWARE FOR USE IN CONNECTION WITH FOREIGN EX-

CHANGE FINANCIAL SERVICES, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

FIRST USE 4-8-1999; IN COMMERCE 4-8-1999.

FOR: PUBLICATIONS, NAMELY, PRINTED INFORMATIONAL, INSTRUCTIONAL AND EDUCATIONAL MATERIALS FOR USE IN THE BANKING, FINANCIAL, INVESTMENT AND INSURANCE INDUSTRIES; AND CREDIT CARDS, DEBIT CARDS AND PERSONAL IDENTIFICATION CARDS FOR ACCESSING BUILDINGS AND FOR ACCESSING BANKING ACCOUNTS, IN CLASS 16 (U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

FIRST USE 4-8-1999; IN COMMERCE 4-8-1999.

FOR: BUSINESS MANAGEMENT AND CONSULTATION, MARKET RESEARCH, TELEMARKETING AND PROVIDING FOREIGN TRADE INFORMATION, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 4-8-1999; IN COMMERCE 4-8-1999.

FOR: BANKING AND RELATED FINANCIAL SERVICES; FINANCIAL SERVICES, NAMELY, PROVIDING FINANCIAL ANALYSIS, CONSULTATION, PLANNING AND MANAGEMENT, COMMERCIAL AND CONSUMER LENDING AND LEASING SERVICES, MORTGAGE LENDING, AND LOAN FINANCING; CREDIT CARD SERVICES; DEBIT CARD SERVICES; ELECTRONIC PAYMENT, NAMELY, ELECTRONIC PROCESSING AND TRANSMISSION OF BILL PAYMENT DATA; FINANCIAL INFORMATION IN THE NATURE OF RATES OF EXCHANGE; SECURITY SERVICES,

NAMELY, GUARANTEEING LOANS; CASH MANAGEMENT; MORTGAGE BANKING; SAFETY DEPOSIT BOX SERVICES; SAVINGS ACCOUNT SERVICES; PROVIDING EDUCATIONAL AND COLLEGE SCHOLARSHIPS; AUTOMATED TELLER MACHINE SERVICES; INVESTMENT SERVICES, NAMELY, PROVIDING INVESTMENT ANALYSIS, CONSULTATION, PLANNING, MANAGEMENT, ADVISORY, BROKERAGE, BANKING, AND RESEARCH SERVICES WITH RESPECT TO STOCKS, MUTUAL FUNDS, SECURITIES, BONDS, COMMODITIES, REAL ESTATE AND OTHER INSTRUMENTS OF INVESTMENT; INSURANCE SERVICES, NAMELY, PROVIDING INSURANCE AND ANNUITY BROKERAGE SERVICES, INSURANCE AGENCIES, INSURANCE ADMINISTRATION AND INSURANCE CONSULTATION SERVICES IN THE FIELDS OF LIFE, PROPERTY AND CASUALTY, ACCIDENT, HEALTH AND CREDIT INSURANCE SERVICES; PROVIDING BANKING, FINANCIAL, INVESTMENT AND INSURANCE CONSULTATION AND INFORMATION VIA GLOBAL COMPUTER NETWORKS, INTERNAL COMPUTER INFORMATION NETWORKS AND TELECOMMUNICATION NETWORKS FOR THE ELECTRONIC, TELEPHONIC AND TELEFACSIMILE TRANSMISSION OF VOICE, DATA, MULTI-MEDIA, GRAPHICS, VIDEO, PHOTO AND AUDIO INFORMATION; AND PROVIDING INTERACTIVE BANKING, FINANCIAL, INVESTMENT AND INSURANCE CONSULTATION AND INFORMATION VIA GLOBAL COMPUTER NETWORKS, INTERNAL COMPUTER INFORMATION NETWORKS AND TELECOMMUNICATION NETWORKS FOR THE ELECTRONIC, TELEPHONIC AND TELEFACSIMILE TRANSMISSION OF VOICE, DATA, MULTI-MEDIA, GRAPHICS, VIDEO, PHOTO AND AUDIO INFORMATION; PROVIDING INFORMATION ON INTERNATIONAL FINANCE

AND FOREIGN EXCHANGE RATES VIA GLOBAL COMPUTER NETWORKS, INTERNAL COMPUTER INFORMATION NETWORKS AND TELECOMMUNICATION NETWORKS FOR ELECTRONIC, TELEPHONIC AND TELEFACSIMILE TRANSMISSION OF SUCH INFORMATION, IN CLASS 36 (U.S. CLS. 100, 101 AND 102).

FIRST USE 4-8-1999; IN COMMERCE 4-8-1999.

FOR: TELECOMMUNICATION SERVICES, NAMELY, PROVIDING LOCAL AND LONG DISTANCE TELECOMMUNICATIONS SERVICES; PROVIDING WIRE TRANSFER SERVICES, INFORMATION AND VERIFICATION REGARDING SUCH WIRE TRANSFERS, IN CLASS 38 (U.S. CLS. 100, 101 AND 104).

FIRST USE 4-8-1999; IN COMMERCE 4-8-1999.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "BANK", APART FROM THE MARK AS SHOWN.

SEC. 2(F) THE "BANK OF AMERICA" PORTION OF THIS MARK HAS BECOME DISTINCTIVE OF THE GOODS AND SERVICES AS EVIDENCED BY APPLICANT'S OWNERSHIP OF U.S. TRADEMARK AND SERVICE MARK REGISTRATION NOS. 523,612; 853,828; 888,467; 932,728; AND 1,466,524 ON THE PRINCIPAL REGISTER FOR THE "BANK OF AMERICA" PORTION OF THIS MARK FOR RELATED GOODS AND SERVICES..

SER. NO. 75-562,042, FILED 9-30-1998.

ESTHER A. BORSUK, EXAMINING ATTORNEY

From: TMOOfficialNotices@USPTO.GOV
Sent: Friday, March 3, 2023 11:18 PM
To: XXXX
Cc: XXXX
Subject: Official USPTO Notice of Acceptance and Renewal Sections 8 and 9: U.S. Trademark RN 2650927: BANK OF AMERICA (Stylized/Design): Docket/Reference No. 50195.0067.7

U.S. Serial Number: 75562042
U.S. Registration Number: 2650927
U.S. Registration Date: Nov 19, 2002
Mark: BANK OF AMERICA (Stylized/Design)
Owner: BANK OF AMERICA CORPORATION

Mar 3, 2023

NOTICE OF ACCEPTANCE UNDER SECTION 8

The declaration of use or excusable nonuse filed for the above-identified registration meets the requirements of Section 8 of the Trademark Act, 15 U.S.C. §1058. **The Section 8 declaration is accepted.**

NOTICE OF REGISTRATION RENEWAL UNDER SECTION 9

The renewal application filed for the above-identified registration meets the requirements of Section 9 of the Trademark Act, 15 U.S.C. §1059. **The registration is renewed.**

The registration will remain in force for the class(es) listed below, unless canceled by an order of the Commissioner for Trademarks or a Federal Court, as long as the requirements for maintaining the registration are fulfilled as they become due.

Class(es):
036

TRADEMARK SPECIALIST
POST-REGISTRATION DIVISION
571-272-9500

REQUIREMENTS FOR MAINTAINING REGISTRATION IN SUCCESSIVE TEN-YEAR PERIODS

WARNING: Your registration will be canceled if you do not file the documents below during the specified statutory time periods.

What and When to File: You must file a declaration of use (or excusable nonuse) **and** an application for renewal between every 9th and 10th-year period, calculated from the registration date. See 15 U.S.C. §§1058, 1059.

Grace Period Filings

The above documents will be considered as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

*****THE USPTO IS NOT REQUIRED TO SEND ANY FURTHER NOTICE OR REMINDER OF THESE REQUIREMENTS. THE OWNER SHOULD CONTACT THE USPTO ONE YEAR BEFORE THE EXPIRATION OF THE TIME PERIODS SHOWN ABOVE TO DETERMINE APPROPRIATE REQUIREMENTS AND FEES.*****

To check the status of this registration, go to https://tsdr.uspto.gov/#caseNumber=75562042&caseSearchType=US_APPLICATION&caseType=SERIAL_NO&searchType=statusSearch or contact the Trademark Assistance Center at 1-800-786-9199.

To view this notice and other documents for this registration on-line, go to https://tsdr.uspto.gov/#caseNumber=75562042&caseSearchType=US_APPLICATION&caseType=SERIAL_NO&searchType=documentSearch NOTE: This notice will only be available on-line the next business day after receipt of this e-mail.

* **For further information, including information on filing and maintenance requirements for U.S. trademark applications and registrations and required fees, please consult the USPTO website at <https://www.uspto.gov/trademark/> or contact the Trademark Assistance Center at 1-800-786-9199.**