

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.

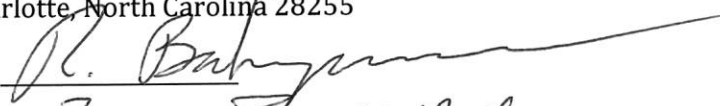
10. MISCELLANEOUS

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 BAHRAMPOUR

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

United States Patent and Trademark Office

FLAGSCAPE

Reg. No. 6,673,299

Registered Mar. 15, 2022

Int. Cl.: 9, 42

Service Mark

Trademark

Principal Register

Bank of America Corporation (DELAWARE CORPORATION)
100 North Tryon Street
Charlotte, NORTH CAROLINA 28255

CLASS 9: Downloadable computer application software for mobile phones and computing devices, namely, software for use in providing information via an intranet for use by employees in the field of employee benefits, investment services, banking, and other related financial services

FIRST USE 9-00-2021; IN COMMERCE 9-00-2021

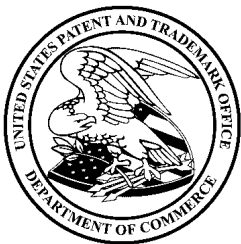
CLASS 42: Provision of non-downloadable online computer software for accessing financial information and services via an intranet for use by employees in the field of employee benefits, investment services, banking, and other related financial services

FIRST USE 9-00-2021; IN COMMERCE 9-00-2021

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

OWNER OF U.S. REG. NO. 3093872

SER. NO. 90-188,569, FILED 09-17-2020



Donna Harpold

Performing the Functions and Duties of the
Under Secretary of Commerce for Intellectual Property and
Director of the United States Patent and Trademark Office



REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*

What and When to File:

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year 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.*

Grace Period Filings*

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

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.