

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.

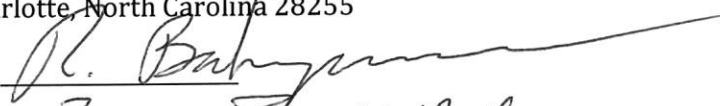
10. MISCELLANEOUS

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

Int. Cl.: 36

Prior U.S. Cls.: 100, 101 and 102

Reg. No. 2,993,782

United States Patent and Trademark Office

Registered Sep. 13, 2005

**SERVICE MARK
PRINCIPAL REGISTER**

MERRILL+

MERRILL LYNCH & CO., INC. (DELAWARE
CORPORATION)
222 BROADWAY, 17TH FLOOR
NEW YORK, NY 10038

CARD WHICH THEY CAN REDEEM FOR MER-
CHANDISE, TRAVEL, PREFERRED SERVICES
AND/OR EXPERIENTIAL REWARDS., IN CLASS
36 (U.S. CLS. 100, 101 AND 102).

FOR: FINANCIAL SERVICES, NAMELY, THE
ISSUANCE OF A CREDIT CARD AND ADMINIS-
TRATION OF A PROGRAM WHEREBY PARTICI-
PANTS RECEIVE SPECIAL BENEFITS AT
DIFFERENT LEVELS OF ANNUAL SPEND AND
ACCUMULATE POINTS BASED ON THE AMOUNT
OF NET PURCHASES MADE USING THE CREDIT

FIRST USE 12-24-2003; IN COMMERCE 12-24-2003.

SER. NO. 76-571,685, FILED 1-23-2004.

KELLEY WELLS, EXAMINING ATTORNEY

Trademark assignment search

● Advanced search

Reel/Frame

e.g., '9999/9999'



Search results for "Reel/Frame: 4157/0001"

Trademark assignment details

PUBLIC VIEW

Print

Reel/ Frame 4157/0001	Assignors & execution date MERRILL LYNCH & CO., INC.	Correspondent OLIVER GARCIA
Pages 17	Execution date: Jan 31, 2010	901 F STREET, NW
Conveyance ASSIGNS THE ENTIRE INTEREST	Entity type: CORPORATION	SUITE 500
Documents View documents	Citizenship: DELAWARE	WASHINGTON, DC 20004
Recorded Feb 26, 2010	Assignee BANK OF AMERICA CORPORATION	Attorney docket number N/A
	100 NORTH TRYON STREET	Domestic representative N/A
	CHARLOTTE	
	NORTH CAROLINA, UNITED STATES	
	29255	
	Entity type: CORPORATION	
	Citizenship: DELAWARE	

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- > Property 7

> Property 8

▼ Property 9

Mark

MERRILL+

Registrant/Applicant

BANK OF AMERICA CORPORATION

Serial number

[76571685](#)

Filing date

Jan 23, 2004

Registration number

[2993782](#)

Registration date

Sep 13, 2005

International number

N/A

Mark image

MERRILL+

> Property 10

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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.**