



Allstate Fire and Casualty Insurance Company (“Allstate”) appreciates the opportunity to submit a public comment outlining Allstate’s constructive feedback regarding the proposed Registry Agreement for new gTLDs (“RA”). Allstate welcomes this chance to discuss the RA and offer suggestions for making the RA even more effective. Allstate is the second-largest personal lines property-casualty insurer in the United States and a Fortune 500 company. It serves millions of customers and works hard to understand its customers’ needs. Allstate’s customers rely on Allstate as a dependable, trustworthy source of information and competition. Insurance is required for some of the most important and expensive purchases in one’s life, and competition in the insurance industry is fierce. Allstate must strive to genuinely understand consumers’ challenges and provide cost-saving and trustworthy solutions. One of the ways Allstate communicates information about its vital services is through the internet, where consumers are free to visit Allstate’s website for more information and with any questions they may have regarding Allstate’s products and services. Recently, Allstate participated in ICANN’s new gTLD program by applying for the gTLD strings <.autoinsurance> and <.carinsurance>. Allstate’s applications are just one way Allstate seeks to promote competition and expand its trustworthy and reliable network. For this reason, Allstate has a personal stake in ICANN’s proposed RA and intends to use this opportunity to offer constructive feedback as to how ICANN can build upon the proposed RA going forward.

Allstate supports the public comments submitted by the following applicants whose recent gTLD applications are for strings in which they have trademark rights (“.brands”): Fairwinds Partners, Valideus, Yahoo!, and Richemont. Allstate would also like to highlight for ICANN the following additional issues which Allstate considers necessary in order for .brands to thrive.

Section 2.13

The RA must make it clear that any Emergency Back-end Registry Operator (“EBERO”) will not earn trademark rights to the relevant trademark by merely servicing the .brand. To prevent the threat of such a claim, and before allowing an EBERO to service a .brand, the RA should require the EBERO to agree not to pursue any claim to rights in the relevant trademark. Further, the EBERO’s agreement should be in writing.

Section 4.3(d)(iv)

Provision 4.3(d)(iv) provides for ICANN’s ability to terminate an agreement once a .brand registry’s property is levied. This provision as it stands allows for unwanted and burdensome effects that were likely not foreseeable during the drafting stage of the RA. For example, any lien at all, such as a mechanic’s lien in the ordinary course, could be levied against a .brand registry’s property, thereby providing a basis for termination. Allstate suggests that this provision be revised to limit its scope to a narrow set of cases where termination is actually warranted.

Termination Generally

This provision lacks mechanisms for forcing a .brand registry to wind down operations upon termination. Without such mechanisms, ICANN would be free to reassign a .brand registry to any entity. Allstate suggests that such a requirement is necessary particularly where the general public has come to associate a .brand with a specific registry operator. To allow reassignment to an unrelated party would likely cause confusion among consumers. In addition, the termination provision fails to adequately protect the intellectual property rights of registry operators who enter into licensing arrangements with third parties. Moreover, vesting ICANN with the sole discretion to transition operation of the TLD to a successor registry operator and the power to compel the registry operator to provide all data regarding the registry to ICANN or the successor registry operator raises competition issues.

Furthermore, the RA's potential placement of reassignment powers solely within the discretion of ICANN threatens to erode the "separation of powers" contained in the RA as well as erode the public's trust of ICANN's gTLD program. Therefore, Allstate strongly urges ICANN to revise this provision.

Section 7.12

Provision 7.12 does not explicitly recognize the .brand registry operator's rights in the relevant trademarks. Accordingly, ICANN should explicitly acknowledge that it does not acquire any trademark rights simply by issuing the TLD. Similar to Allstate's suggestions for provision 2.13 above, this provision should include an explicit agreement by ICANN not to challenge a .brand registry's trademark rights.

In addition to considering the above, ICANN is urged to review the Brand Registry Group ("BRG")'s feedback, because it provides additional detail on several issues that .brand applicants are likely to encounter once the proposed RA is implemented. It is Allstate's sincere hope that ICANN reviews all of the feedback provided thus far and works toward creating a .brand RA reflecting commercial realities and the concerns of its users.

Thank you for your consideration.