

Exhibit "A"

ASSIGNMENT AND ASSUMPTION AGREEMENT

<.bofa> Registry Agreement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT of the .bofa Registry Agreement ("Assignment and Assumption Agreement") is entered into as of 23 August 2017 (the "Effective Date") by and between NMS Services, Inc., a Delaware corporation at One Bryant Park, New York, NY 10036 ("Assignor") and Bank of America Corporation, a Delaware corporation, at 100 North Tryon Street, Charlotte, NC 28255 ("Assignee"). The parties to this Agreement shall be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. Assignor is a party to that certain Registry Agreement entered into July 31, 2015, by and between Assignor and the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN") for the .bofa top-level domain (the "Registry Agreement").
- B. Pursuant to Section 7.5 of the Registry Agreement, because Assignee is a wholly-owned subsidiary of Assignee's direct parent, Bank of America Corporation, Assignor may assign the Registry Agreement to Assignee without the consent of ICANN upon Assignee's express assumption of the terms and conditions of the Registry Agreement.
- C. Assignor hereby desires to assign its rights and obligations under the Registry Agreement to Assignee, and Assignee hereby desires to assume Assignor's right and obligations under the Registry Agreement via assignment, pursuant to the terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual promises set forth herein and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's rights and obligations under the Registry Agreement.
2. Assignee hereby accepts the assignment of the Registry Agreement and assumes all liabilities of Assignor relating thereto, whether contingent or accrued, and further agrees to assume and perform all of the covenants, obligations and agreements of Assignor under the Registry Agreement.
3. The Parties hereby agree that Assignee shall be substituted for Assignor for all purposes of the Registry Agreement.
4. The Parties hereby acknowledge that Assignor's assignment of the Registry

Agreement does not waive any rights ICANN may have to take action with respect to any breaches of the Registry Agreement by Assignor occurring prior to the Effective Date.

5. Each Party shall, upon the reasonable request of the other Party, make, execute, acknowledge, and deliver any and all further documents and instruments, and do and cause done all such further acts, to evidence and/or in any manner perfect Assignor's assignment of the Registry Agreement to Assignee pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Assignment and Assumption Agreement to be executed and delivered as of the Effective Date first stated above.

NMS Services, Inc.

By: 

Name: Timothy Walton

Title: Managing Director

Bank of America Corporation

By: 

Name: Robert Bahrampour

Title: Senior Vice President & Associate General Counsel