

CONFIDENTIAL

Assignment and Assumption of .car Registry Agreement

This Assignment and Assumption of the .car Registry Agreement (the "Agreement") entered into as of January 22, 2015, by and between the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN") and CHARLESTON ROAD REGISTRY INC. d/b/a Google Registry, a Delaware Corporation with its principal place of business located at 1600 Amphitheatre Parkway, Mountain View 94043, USA ("CRR"), is entered into as of the date of the last signature below (the "Effective Date"), by and between CRR and CARS REGISTRY LIMITED, an Exempted Company incorporated in the Cayman Islands with its principal place of business located at 3-110 Governors Square 1361 GT Grand Cayman, Grand Cayman - KY1-1108 KY ("CARS"). The parties to this Agreement shall be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, on April 16, 2015, ICANN acknowledged and did not object to the assignment of the Agreement to CARS subject to (i) CARS's agreement to assume and perform all obligations of CRR under the Agreement; and (ii) the Parties' acknowledgement that ICANN's consent to the assignment does not waive any rights ICANN may have to take action with respect to any prior breaches of the Agreement by CRR; and

WHEREAS, the Parties hereby agree to the assignment of the Agreement.

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


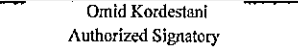
1. The Parties hereby agree to the transfer and assignment by CRR of all of its rights, title and interest in and to the Agreement to CARS.
2. CARS hereby accepts the assignment of the Agreement and assumes all liabilities of CRR relating thereto, whether contingent or accrued, and agrees to assume and perform all of the obligations of CRR under the Agreement.
3. The Parties hereby agree that CARS will be substituted for CRR for purposes of the Agreement.
4. The Parties hereby acknowledge that ICANN's consent to the assignment does not waive any rights ICANN may have to take action with respect to any prior breaches of the Agreement by CRR.
5. The Parties each hereby agree on demand to make, execute, acknowledge and deliver any and all further documents and instruments, and to do and cause to be done all such further acts, reasonably requested by the other Party to evidence and/or in any manner to perfect the transfer and assignment to CARS of the Agreement.
6. This Assignment and Assumption Agreement is governed by California law, excluding California's choice of law rules. FOR ANY DISPUTE RELATING TO THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA AND HEREBY WAIVE ANY OBJECTIONS OR

CONFIDENTIAL


EXCEPTIONS TO THAT COURT'S EXERCISE OF PERSONAL JURISDICTION OVER THEM SOLELY FOR THE PURPOSE OF ADJUDICATING DISPUTES ARISING UNDER THIS ASSIGNMENT AND ASSUMPTION AGREEMENT.

IN WITNESS WHEREOF, the Parties have executed this Assignment and Assumption Agreement as of the Effective Date.

CHARLESTON ROAD REGISTRY INC. D/B/A GOOGLE REGISTRY

By: _____
Name:  2015.04.21
Title:  15:48:38
Omid Kordestani
Authorized Signatory -07'00'
Date: _____

CARS REGISTRY LIMITED

By:  _____
Name: Daniel Negari
Title: Director
Date: 4/21/15