

**(Second) ASSIGNMENT AND ASSUMPTION AGREEMENT**

**Dot-FAN Registry Agreement**

This (Second) Assignment and Assumption of the Dot-FAN Registry Agreement ("Assignment and Assumption Agreement") is entered into as of 7 January 2015 (the "Effective Date") by and between Asiamix Digital Limited, a Hong Kong company with its principal place of business located at Unit 15, 1/F, Block 2, Office Building, 96 Siena Avenue, Discovery Bay North, Hong Kong ("Asiamix") and United TLD Holdco, Ltd., a Cayman Islands corporation with its principal place of business located at Uglan House, South Church Street, George Town, Grand Cayman KY1-1104, Cayman Islands ("United TLD"). The parties to this Agreement shall be referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

A. Goose Glen, LLC ("Goose Glen") entered into a Registry Agreement with the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN") for the .fan top-level domain (the "Registry Agreement") on 6 March 2014.

B. Pursuant to Section 7.5 of the Registry Agreement, in a letter from Goose Glen's parent, Donuts, Inc. dated March 13, 2014, Goose Glen requested ICANN's prior written consent to an assignment of the Registry Agreement from Goose Glen to United TLD.

C. On April 7, 2014 ICANN granted its conditional written consent ("ICANN's Consent") to Goose Glen for assignment of the Registry Agreement to United TLD.

D. Pursuant to Section 7.5 of the Registry Agreement, in a letter from United TLD dated 9 December 2014, United TLD requested ICANN's prior written consent to a further assignment of the Registry Agreement from United TLD to Asiamix.

E. On 23 December 2014, ICANN granted its conditional written consent ("ICANN's Consent") to United TLD for a second assignment of the Registry Agreement to Asiamix.

F. Having received ICANN's Consent as aforementioned, and both Parties having represented herein below its fulfillment of all conditions of ICANN's Consent, United TLD hereby desires to assign its rights and obligations under the Registry Agreement to Asiamix, and Asiamix hereby desires to assume United TLD's rights and obligations under the Registry Agreement via assignment, pursuant to the terms and conditions of this (Second) Assignment and Assumption 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 now agree as follows:

1. United TLD hereby assigns, transfers, and conveys to Asiamix all of United TLD's rights, obligations, title, and interest in and to the Registry Agreement.

2. Asiamix hereby accepts the assignment of the Registry Agreement and assumes all liabilities of United TLD relating thereto, whether contingent or accrued, and further agrees to assume and perform all of the covenants, obligations and agreements of United TLD under the Registry Agreement from and after the Effective Date.

3. The Parties hereby agree that Asiamix shall be substituted for United TLD as the Registry Operator for all purposes of the Registry Agreement.

4. The Parties hereby represent that all conditions set forth in ICANN's Consent have been fulfilled as of the Effective Date of this Assignment and Assumption Agreement.

5. The Parties hereby acknowledge that ICANN's Consent to United TLD's assignment of the Registry Agreement does not waive any rights ICANN may have to take action with respect to the performance of covenants, obligations and agreements of United TLD under the Registry Agreement prior to the Effective Date or any breaches of the Registry Agreement by United TLD occurring prior to the Effective Date.

6. 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 to be done all such further acts, to evidence and/or in any manner perfect United TLD's assignment of the Registry Agreement to Asiamix pursuant to this Agreement.

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

**UNITED TLD HOLDCO LTD**

By: 

Name: Taryn Naidu

Title: Director

**ASIAMIX DIGITAL LIMITED**

By: 

Name: Katsunori Shoji

Title: Director