

Assignment and Assumption of the .GIFT Registry Agreement

This Assignment and Assumption of the .GIFT Registry Agreement (the "Agreement" as entered into of 17 October 2013 by and between the Internet Corporation for Assigned Names and Numbers, a California Non-profit Public Benefit Corporation ("ICANN"), and Uniregistry, Corp. ("Uniregistry" or "Assignor"), a Cayman Exempt Corporation), is entered into as of the date of the last signature hereto (the "Effective Date") by and between Uniregistry and DotGift, LLC ("Assignee"), a Cayman Exempt Corporation. Each party shall be green referred to individually as a "Party" and collectively as the "Parties".

Whereas, the ICANN process for assigning a registry agreement to a subsidiary company requires the execution of an Assignment and Assumption Agreement by which the subsidiary agrees to assume and perform all obligations of the registry agreement; and

Whereas, Uniregistry wishes to assign the rights and interests to the Agreement to DotGift, LLC, its wholly owned subsidiary; and

Whereas, Pursuant to Section 7.5 of the Registry Agreement, in its letter dated 4 March 2014, Assignor requested ICANN's prior written consent of an assignment of the Registry Agreement from Assignor to Assignee; and,

Whereas, on 29 August 2014, ICANN granted its conditional written consent ("ICANN's Consent") to Assignor for assignment of the Registry Agreement to Assignee; and,

Whereas, having received ICANN's Consent, and both Parties having represented herein below its fulfillment of all conditions of ICANN's Consent, Assignor hereby desires to assign its rights and obligations under the Registry Agreement to Assignee, and Assignee hereby desires to assume Assignor' rights and obligations under the Registry Agreement via assignment, pursuant to the terms and conditions of this 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. Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor' rights, obligations, title, and interest in and to 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. Notwithstanding the foregoing, Assignor shall continue to be bound by the covenants, obligations and agreements set forth in the Registry Agreement.
5. 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.
6. The Parties hereby acknowledge that ICANN's Consent to Assignor' 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.

7. 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 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. This assignment and Assumption agreement shall be governed by the laws of the Cayman Islands, without giving effect to its conflicts of law principles.

Each in witness whereof, the parties have caused this agreement and assumption agreement to be executed and delivered effective date.

Assignor: Uniregistry Corp.

By: 
Frank Schilling
Managing Director
3 March 2015

Assignee: DotGift, LLC

By: 
Frank Schilling
Managing Director
3 March 2015