

## Assignment Agreement

This Assignment Agreement (the "Agreement"), dated as of October 1, 2015 ("Effective Date"), is made and entered into by and between GMO Internet, Inc, a company organized under the laws of Japan, with its principal place of business located at 26-1 Sakuragaoka-cho, Shibuya-ku, Tokyo, Japan ("GMO"), and GMO Internet PTE. LTD, a company organized under the laws of Republic of Singapore, with its principal place of business located at 20 Anson Road, #09-02 Twenty Anson, Singapore ("GMO PTE"). The parties to this Agreement shall be referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, GMO PTE has entered a Registry Agreement ("Registry Agreement") with the Internet Corporation for Assigned Names and Numbers to operate a shared registration system, TLD name-servers and other equipment for the top-level domain ".gmo";

WHEREAS, GMO desires to operate ".gmo".

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, GMO and GMO PTE hereby agree as follows:

1. GMO PTE hereby assigns, transfers, and conveys to GMO all of the Transferred Assets (as described in Exhibit A) and GMO PTE rights, obligations, title and interest in and to the Transferred Assets.
2. GMO hereby agrees to the assignment of the Transferred Assets.
3. GMO agrees perform all of the covenants, obligations and agreements of GMO PTE under the Registry Agreement from and after the Effective Date.
4. Parties agree that assignment of the Registry Agreement is conditioned on the satisfaction of all of ICANN requirements.
5. Parties agree on pricing of the Transferred Assets, and GMO shall pay to GMO PTE an aggregate purchase price of SGD270,000 ("Purchase price").
6. At the closing and subject to the terms and conditions set forth in this Agreement, GMO PTE shall sell, assign, transfer, convey and deliver to GMO good and valid title to the Transferred Assets, free and clear of all liens.
7. At the closing, GMO shall pay the Purchase Price to GMO PTE by wire transfer, in

cash.

8. GMO PTE has timely paid all material taxes it is required to pay and has timely withheld and paid over to the appropriate governmental authorities with respect to this Agreement.

9. This Agreement shall be construed and interpreted in accordance with the laws of Japan. All actions or proceedings relating to this Agreement shall be conducted in the Tokyo District Court, and Parties hereto agree the exclusive jurisdiction of the said court.

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

GMO Internet Inc.

By: 

Printed Name

Masatoshi Kumagai

Title:

Group CEO & Representative Director

GMO Internet PTE.LTD.

By: 

Printed Name

Katsumi Arisawa

Title:

Director

**Exhibit A: List of Transferred Assets**

Transferred Assets means and includes all of the properties, rights, interests and other assets that constitute or that are used or useful in, held for use in, related to or reasonably necessary for the operation of “.gmo” as of the date of this Agreement. The Transferred Assets comprise all of the intangible assets, properties and rights of every type and description used in or necessary to the operation of “.gmo”.