

ASSIGNMENT AND ASSUMPTION AGREEMENT

.HOMES REGISTRY AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT of the .HOMES Registry Agreement ("Assignment and Assumption Agreement") is entered into as of October 1, 2020 (the "Effective Date") by and between DERHomes, LLC, a Virginia limited liability company with its principal place of business at 150 Granby Street Norfolk, Virginia 23510 ("Assignor") and XYZ.COM LLC, a Nevada limited liability company with its principal place of business at 2121 E TROPICANA AVE, STE 2, LAS VEGAS NV 89119, USA ("Assignee"). The parties to this Agreement shall be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. Assignor and Assignee are parties to a Top-Level Domain Purchase Agreement dated August 28, 2020 (the "Purchase Agreement").
- B. Assignor is a party to that certain Registry Agreement entered into 9 January 2014, by and between Assignor and the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN") for the .HOMES top-level domain (the "Registry Agreement").
- C. Pursuant to the Purchase Agreement, Assignor agreed to assign its rights under the Registry Agreement to Assignee.
- D. Pursuant to Section 7.5 of the Registry Agreement, in its letter dated September 2, 2020, Assignor requested ICANN's prior written consent of an assignment of the Registry Agreement from Assignor to Assignee.
- E. On September 10, 2020, ICANN granted its conditional written consent ("ICANN's Consent") to Assignor for assignment of the Registry Agreement to Assignee.
- F. Having received ICANN's Consent as aforementioned, 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's rights 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, obligations, 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 Article 5 and Article 7 of the Registry Agreement; provided, however, that Assignor shall not be obligated to provide indemnification under Section 7.1 to the extent the applicable claim, damage, liability, cost or expense arises out of or relates to Assignee's post-Effective Date operations.
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'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.
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 Assignment and Assumption 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.

DERHomes, LLC

By: _____

Name: GUY R. FRIDDELL III

Title: VICE PRESIDENT

XYZ.COM LLC

By: _____

Name: Daniel Negari

Title: CEO