

Assignment and Assumption Agreements

This Assignment and Assumption Agreement (“Assignment Agreement”) is entered into on 3/15/2022
by and between:

UNR Corp., a Cayman Islands exempted Company with its principal place of business at Third Floor, Monaco Towers, Georgetown Grand Cayman, 30369SMB-KY11202, Cayman Islands (hereinafter “Assignor”); and

INTERCAP REGISTRY INC., a Cayman Islands corporation, with its main place of business at 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (hereinafter “Assignee”)

The parties to this Assignment Agreement shall be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. Assignor (formerly known as Uniregistry Corp) entered into Registry Agreement(s) with the Internet Corporation for Assigned Names and Numbers, a California non-profit public benefit corporation (“ICANN”) for the top-level domain(s) (“TLDs”) listed in Attachment 1 to this Assignment Agreement executed on the dates referenced herein (collectively the “Registry Agreement(s)").

B. Pursuant to Section 7.5 of the Registry Agreement(s), in its letter dated 20 May 2021 Assignor requested ICANN's prior written consent of an assignment of the Registry Agreement(s) from Assignor to Assignee.

C. On 9 March 2022, ICANN granted its conditional written consent (“ICANN's Consent”) to Assignor for assignment of the Registry Agreement(s) to Assignee.

D. 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(s) to Assignee, and Assignee hereby desires to assume Assignor's rights and obligations under the Registry Agreement(s) via assignment, pursuant to the terms and conditions of this Assignment 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 each of the Registry Agreement(s).
- 2.** Assignee hereby accepts the assignment of each of the Registry Agreement(s) 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 each of the Registry Agreement(s).
- 3.** The Parties hereby agree that Assignee shall be substituted for Assignor for all purposes of each of the Registry Agreement(s).
- 4.** Notwithstanding the foregoing, Assignor shall continue to be bound by the covenants, obligations and agreements set forth in each of the Registry Agreement(s).
- 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 each of the Registry Agreement(s) 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 each of the Registry Agreement(s) to Assignee pursuant to this Assignment Agreement.
8. The Parties hereby acknowledge that, notwithstanding anything to the contrary in any marketing or auction materials, documentation or communications issued by Assignor or any other agreements between the Parties or otherwise, nothing in the Registry Agreement(s) or in any other agreements between Assignor and Assignee have established or granted to Assignor any property or ownership rights or interest in or to the TLDs or the letters, words, symbols or other characters making up the TLDs' strings and that Assignee is not being granted any property or ownership rights or interest in or to the TLDs or the letters, words, symbols or other characters making up the TLDs' strings.
9. The Parties hereby represent that they understand the scope of ICANN's Consent, which: (A) does not grant Assignee any actual or purported property or ownership rights or interest in or to the TLDs or the letters, words, symbols or other characters making up the TLDs' strings; (B) is solely binding and applicable to the assignment of rights and obligations pursuant to the Registry Agreement(s); (C) solely relates to the operation of the TLDs in the Domain Name System as specified in the applicable Registry Agreement(s); and (D) does not convey any rights to the letters, words or symbols making up the TLD string for use outside the Domain Name System.
10. The Parties further agree that, in the event of a conflict, the rights, obligations, and requirements in the Registry Agreement(s) supersede any asserted rights, obligations or requirements purportedly obtained outside of the Registry Agreement(s).

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

	UNR Corp.	INTERCAP REGISTRY INC.
By		
Name	Shayan Rostam	David Cochran
Title	Chief Growth Officer	Managing Director
Main Place of business	Third Floor, Monaco Towers Georgetown Grand Cayman, 30369SMB-KY11202 Cayman Islands	4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240 Grand Cayman KY1-1002 Cayman Islands
Date	3/10/2022	3/15/2022

Attachment 1 to Assignment and Assumption Agreement

TLD	Registry Agreement	RA Execution Date
.llp	https://www.icann.org/en/registry-agreements/details/llp?section=agreement	8/26/19