

CONFIDENTIAL

**Assignment and Assumption of .meet Registry Agreement**

This Assignment and Assumption of the .meet Registry Agreement (the "Agreement") entered into as of January 16, 2014, by and between the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN") and Afilias Limited, a company formed under the laws of the Republic of Ireland ("Afilias"), with offices at 2 La Touche House, IFSC, Dublin-1, Ireland, is entered into as of the date of the last signature below (the "Effective Date"), by and between Afilias and Charleston Road Registry Inc. d/b/a Google Registry, a Delaware corporation ("CRR"), having a place of business at 1600 Amphitheatre Parkway, Mountain View, CA 94043. Each party will be referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, on November 26, 2014, ICANN acknowledged and did not object to the assignment of the Agreement to CRR subject to (i) CRR's agreement to assume and perform all obligations of Afilias under the Agreement; and (ii) the Parties' acknowledgement that ICANN's consent to the assignment does not waive any rights ICANN may have to take action with respect to any prior breaches of the Agreement by Afilias; and

WHEREAS, the Parties hereby agree to the assignment of the 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. The Parties hereby agree to the transfer and assignment by Afilias of all of its rights, title and interest in and to the Agreement to CRR.
2. CRR hereby accepts the assignment of the Agreement and assumes all liabilities of Afilias relating thereto, whether contingent or accrued, and agrees to assume and perform all of the obligations of Afilias under the Agreement.
3. The Parties hereby agree that CRR will be substituted for Afilias for purposes of the Agreement.
4. The Parties hereby acknowledge that ICANN's consent to the assignment does not waive any rights ICANN may have to take action with respect to any prior breaches of the Agreement by Afilias.
5. The Parties each hereby agree on demand to make, execute, acknowledge and deliver any and all further documents and instruments, and to do and cause to be done all such further acts, reasonably requested by the other Party to evidence and/or in any manner to perfect the transfer and assignment to CRR of the Agreement.
6. This Assignment and Assumption Agreement is governed by California law, excluding California's choice of law rules. FOR ANY DISPUTE RELATING TO THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA AND HEREBY WAIVE ANY OBJECTIONS OR EXCEPTIONS TO THAT COURT'S EXERCISE OF PERSONAL JURISDICTION OVER




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THEM SOLELY FOR THE PURPOSE OF ADJUDICATING DISPUTES ARISING UNDER THIS ASSIGNMENT AND ASSUMPTION AGREEMENT.

IN WITNESS WHEREOF, the Parties have executed this Assignment and Assumption Agreement as of the Effective Date.

CHARLESTON ROAD REGISTRY INC. D/B/A GOOGLE REGISTRY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

  
Omid Kordestani  
Authorized Signatory

2015.02.06  
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AFILIAS LIMITED

By: \_\_\_\_\_  
Name: HOW SPIERS  
Title: CHIEF FINANCIAL OFFICER  
Date: FEBRUARY 6, 2015

