ASSIGNMENT AND ASSUMPTION AGREEMENT

MOBI Registry Agreement

This Assignment and Assumption of the MOBI Registry Agreement ("Assignment and Assumption Agreement") is entered into as of 1 September 2020 (the "Effective Date") by and between Afiliias Technologies Limited, an Irish private limited company having its registered office at 6th Floor, 2 Grand Canal Square, Dublin 2, Ireland ("ATL") and Afiliias Limited, an Irish limited company having its registered office at 6th Floor, 2 Grand Canal Square, Dublin 2, Ireland ("LTD"). The parties to this Agreement shall be referred to individually as a "Party" and collectively as the "Parties."

REICITALS

A. ATL is a party to a certain Registry Agreement by and between Assignor and the Internet Corporation for Assigned Names and Numbers, a California non-profit public benefit corporation ("ICANN") renewed on 30 March 2017 for the .MOBI top level domain (the "Registry Agreement").

B. ATL is a direct and wholly-owned subsidiary of LTD.

C. Pursuant to Section 7.5(f)(iii) of the Registry Agreement, ATL may assign the Registry Agreement without the consent of ICANN directly to LTD.

D. ATL hereby desires to assign its rights and obligations under the Registry Agreement to LTD, and LTD hereby desires to assume ATL's rights and obligations under the Registry Agreement via assignment, pursuant to the terms and conditions of this Assignment and Assumption 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. ATL hereby assigns, transfers, and conveys to LTD all of ATL’s rights, obligations, title, and interest in and to the Registry Agreement.

2. LTD hereby accepts the assignment of the Registry Agreement and assumes all liabilities of ATL relating thereto, whether contingent or accrued, and further agrees to assume and perform all of the covenants, obligations and agreements of ATL under the Registry Agreement including the carrying on of the trade of exploiting and managing the .MOBI top level domain from and after the Effective Date.

3. The Parties hereby agree that LTD shall be substituted for ATL as the Registry Operator for all purposes of the Registry Agreement.

4. The Parties hereby acknowledge that ICANN has not waived any rights ICANN may have to take action with respect to the performance of covenants, obligations and agreements of ATL under the Registry Agreement prior to the Effective Date or any breaches of the Registry Agreement by ATL occurring prior to the Effective Date.

5. 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 ATL’s assignment of the Registry Agreement to LTD pursuant to this Agreement.

6. ICANN shall constitute a third party beneficiary of this Assignment and Assumption Agreement.

7. This Assignment and Assumption Agreement shall be a contract made under and governed by the internal laws of the State of California.
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.

AFILIAS TECHNOLOGIES LIMITED
By: [Redacted]
Name: Huw Spiers
Title: Director

AFILIAS LIMITED
By: [Redacted]
Name: Huw Spiers
Title: Chief Financial Officer
SUPPLEMENTAL ASSIGNMENT AND ASSUMPTION AGREEMENT

MOBI Registry Agreement

This Supplemental Assignment and Assumption Agreement (this “Agreement”) is entered into as of 1 September 2020 (the “Agreement Date”) by and between Afilias Technologies Limited, an Irish private limited company having its registered office at 6th Floor, 2 Grand Canal Square, Dublin 2, Ireland (“Assignor”) and Afilias Limited, an Irish limited company having its registered office at 6th Floor, 2 Grand Canal Square, Dublin 2, Ireland (“Assignee”). The parties to this Agreement shall be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

A. Assignor is a party to certain Registry Agreement by and between Assignor and the Internet Corporation for Assigned Names and Numbers, a California non-profit public benefit corporation (“ICANN”) renewed on 30 March 2017 for the .MOBI top level domain (the “Registry Agreement”).

B. Pursuant to the Assignment and Assumption of the Registry Agreement (the “Assignment of .MOBI Registry Agreement”) dated as of the date hereof by and between Assignor and Assignee, Assignor assigned, transferred and conveyed to Assignee, and Assignee accepted and assumed, all of Assignor’s rights, obligations, title, and interest in and to the Registry Agreement.

C. The Parties desire to enter into this Agreement in order to memorialize their agreement with respect to certain matters related to the Assignment of .MOBI Registry 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, title, and interest in and to the Related Assets. For the purposes of this Agreement, the “Related Assets” are the domain name rights arising under the Registry Agreement, including, without limitation, premium domain names. Except for the Related Assets, Assignor is not by this Agreement assigning, transferring or conveying to Assignee any of Assignor’s assets.

2. Assignee hereby accepts the assignment of the Related Assets and assumes all Related Liabilities, whether contingent or accrued, and further agrees to assume and perform all of the Related Liabilities. For the purposes of this Agreement, the “Related Liabilities” shall be as follows: 1) the deferred revenue arising under the Registry Agreement; and 2) Assignor’s covenants, obligations and agreements of Assignor under the Related Assets, including, without limitation, Assignor’s obligations with respect to refundable domain transactions, accrued and deferred ICANN fees, and deferred rebates in respect of the Related Assets. Except for the Related Liabilities, Assignee is not by this Agreement assuming any of Assignor’s covenants, obligations or agreement.

3. The aggregate purchase price for the Registry Agreement and the Related Assets shall be equal to the net book value of the Related Assets and Registry Agreement minus the value of the Related Liabilities. Assignee agrees to pay the Purchase Price, minus the value of the Related Liabilities, to Assignor upon Assignor’s demand.

4. 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 the assignment of the Related Assets and the assumption of the Related Liabilities pursuant to this Agreement.

5. This Agreement shall be effective concurrently with the effectiveness of the Assignment of .MOBI Registry Agreement.

6. This Agreement shall be a contract made under and governed by the laws of Ireland without regard to its conflict of laws rules.
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the Agreement Date first stated above.

AFILIAS TECHNOLOGIES LIMITED

By: [Redacted]

Name: Huw Spiers
Title: Director

AFILIAS LIMITED

By: [Redacted]

Name: Huw Spiers
Title: Chief Financial Officer