

## **Assignment and Assumption Agreement**

This Assignment and Assumption Agreement ("Assignment and Assumption Agreement") is entered into on November 15, 2023 by and between:

**Internet Naming Company LLC**, a Cayman exempt corporation with its principal place of business at 23 Lime Tree Bay, West Bay, Grand Cayman, Cayman Islands KY1-1505 (hereinafter "**Assignee**"); and

**Lifestyle Domain Holdings, Inc.** a company with its principal place of business at 9721 Sherill Blvd., Knoxville, TN 37923 (hereinafter "**Assignor**");

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

### **1. RECITALS**

- A.** Assignor entered into Registry Agreements 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 and Assumption Agreement executed on the dates referenced herein (collectively the "Registry Agreements").
- B.** Pursuant to Section 7.5 of the Registry Agreements, in its letter dated August 8, 2023 Assignor requested ICANN's prior written consent of an assignment of the Registry Agreements from Assignor to Assignee.
- C.** On August 16, 2023 ICANN granted its conditional written consent ("ICANN's Consent") to Assignor for assignment of the Registry Agreements 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 Agreements to Assignee, and Assignee hereby desires to assume Assignor's rights and obligations under the Registry Agreements via assignment, pursuant to the terms and conditions of this Assignment and Assumption Agreement.

### **2. 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:

- A.** Assignor hereby assigns, transfers, and conveys to Assignee all of Assignor's rights, obligations, and interest in and to each of the Registry Agreements.
- B.** Assignee hereby accepts the assignment of each of the Registry Agreements 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 Agreements.
- C.** The Parties hereby agree that Assignee shall be substituted for Assignor for all purposes of each of the Registry Agreements.
- D.** Notwithstanding the foregoing, Assignor shall continue to be bound by the covenants, obligations and agreements set forth in each of the Registry Agreements.
- E.** 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.

- F. The Parties hereby acknowledge that ICANN's Consent to Assignor's assignment of each of the Registry Agreements 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.
- G. 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 Agreements 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.

|                | <b>The Assignee</b>                                                               | <b>The Assignor</b>                                                                |
|----------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| Signature      |  |  |
| Representative | Shayan Rostam                                                                     | Jennifer Wolfe                                                                     |
| Title          | CEO                                                                               | Authorized Signatory<br>by Officers &<br>Directors                                 |
| Company        | <b>Internet Naming Co</b>                                                         | Lifestyle Domain<br>Holdings, Inc.                                                 |
| Date           | Nov 15 2023                                                                       | Nov 15 2023                                                                        |

*[Attachment 1 follows]*

**Attachment 1 to Assignment and Assumption Agreement**

| <b>TLD</b> | <b>Registry Agreement</b>                                                                                                                                                                                             | <b>Execution Date</b> |
|------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| .LIFESTYLE | <a href="https://itp.cdn.icann.org/en/files/registry-agreements/lifestyle/lifestyle-agmt-html-11dec14-en.htm">https://itp.cdn.icann.org/en/files/registry-agreements/lifestyle/lifestyle-agmt-html-11dec14-en.htm</a> | December 11 2014      |
| .LIVING    | <a href="https://itp.cdn.icann.org/en/files/registry-agreements/living/living-agmt-html-30jul15-en.htm">https://itp.cdn.icann.org/en/files/registry-agreements/living/living-agmt-html-30jul15-en.htm</a>             | July 30 2015          |
| .VANA      | <a href="https://itp.cdn.icann.org/en/files/registry-agreements/vana/vana-agmt-html-11dec14-en.htm">https://itp.cdn.icann.org/en/files/registry-agreements/vana/vana-agmt-html-11dec14-en.htm</a>                     | December 11 2014      |