

- CONFIDENTIAL -

DEED OF ASSIGNMENT

This Deed of Assignment (this "Deed") is entered into as of 1 March 2015 between Afilius Domains No. 5 Limited, a wholly-owned subsidiary of the Assignee organized under the laws of Ireland (the "Assignor"), and Afilius plc (the "Assignee"), a company organized under the laws of Ireland.

WHEREAS, the Assignor has acquired the rights to the Top Level Domain .POKER (the "TLD") and entered into a registry agreement, a copy of which is attached at Appendix 1 (the "Registry Agreement"), with ICANN (Internet Corporation for Assigned Names and Numbers - [www.icann.org](http://www.icann.org)) ("ICANN").

NOW, THEREFORE, the Assignor has agreed to assign all its rights, title and interest under the Registry Agreement to include the rights to the TLD (the "Registry Rights") to the Assignee in accordance with the terms set forth herein.

1. Assignment.

1.1. In consideration of the discharge of [REDACTED] owed to the Assignee by the Assignor (the "Consideration"), and the express assumption of the terms and conditions of the Registry Agreement by the Assignee, the Assignor assigns to the Assignee:

1.1.1. all of its rights, title and interest, and its benefit in and to the Registry Rights; and

1.1.2. all rights of action arising or accrued relating to the Registry Rights.

1.2. The Assignee agrees to assume all terms and conditions of the Registry Agreement and to perform the Assignor's obligations under the Registry Agreement.

2. Further Assurance.

The Assignor shall, at no additional charge, as required or deemed appropriate by the Assignee and at the cost and expense of the Assignee, now or at any time in the future, promptly execute all such documents and do all such other acts or things as may be necessary or desirable to give full effect to this Deed and secure to the Assignee the full benefit of the rights in the Registry Agreement.

3. Entire Agreement.

This Deed represents the entire agreement between the parties with respect to its subject matter. Each of the parties confirms that it has not relied upon any representations not recorded in this document inducing it to enter into this Deed. No variation of these terms and conditions will be valid unless confirmed in writing by authorised signatories of each of the parties on or after the date of this Deed.

4. Severance.

If any court or competent authority finds that any provision of this Deed (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Deed shall not be affected.

5. Counterparts.

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Deed, but all the counterparts shall together constitute the same Deed.

6. Governing Law.

This Deed shall be governed by and construed in accordance with Irish law and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Ireland in relation to all matters arising out of or in connection with this Deed.

IN WITNESS whereof the parties have executed this agreement as a Deed on the date stated at the beginning of this Deed.

**AFILIAS DOMAINS NO. 5 LIMITED**



Signature

*Scott Henphill*

Print name



Signature

*JONATHAN ROBINSON*

Print name

**AFILIAS PLC**



Signature

*STEVEN B. PACK*

Print name

Signature

Print name

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AFILIAS DOMAINS NO. 5 LIMITED

[Redacted Signature]

Signature

Scott Henplill

Print name

Signature

Print name

AFILIAS PLC

[Redacted Signature]

Signature

STEVEN B. PACK

Print name

[Redacted Signature]

Signature

HOW SPIERS

Print name

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APPENDIX 1

Registry Agreement