

ASSIGNMENT AND ASSUMPTION AGREEMENT
.sky Registry Agreement

This Assignment and Assumption of the .sky Registry Agreement ("Agreement") is entered into as of January 2015 (the "Effective Date") by and between Sky IP International Limited (registered number 07245844) whose registered office is at Grant Way, Isleworth, Middlesex, TW7 5QD operating via its registered Swiss branch ("Sky IPI") and Sky International AG (registered number CHE-301.371.848) whose registered office is at Dammstrasse 19, CH-6301 Zug, Switzerland ("SIAG"). The parties to this Agreement shall be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Sky IPI is a party to that certain Registry Agreement entered into on 19 June 2014, by and between Sky IPI and the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN") for the .sky top-level domain (the "Registry Agreement").

B. Pursuant to Section 7.5 of the Registry Agreement, in an email from Sky IPI dated 19 December 2014, Sky IPI notified ICANN of its intention to assign the Registry Agreement from Sky IPI to SIAG (its wholly-owned affiliate).

C. Sky IPI hereby desires to assign its rights and obligations under the Registry Agreement to SIAG, and SIAG hereby desires to assume Sky IPI's rights and obligations under the Registry Agreement via assignment, pursuant to the terms and conditions of this 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 now agree as follows:

1. Sky IPI hereby assigns, transfers, and conveys to SIAG all of Sky IPI's rights, obligations, title, and interest in and to the Registry Agreement.
2. SIAG hereby accepts the assignment of the Registry Agreement and assumes all liabilities of Sky IPI relating thereto, whether contingent or accrued, and further agrees to assume and perform all of the covenants, obligations and agreements of Sky IPI under the Registry Agreement from and after the Effective Date.
3. The Parties hereby agree that SIAG shall be substituted for Sky IPI as the Registry Operator for all purposes of the Registry Agreement.
4. The Parties hereby acknowledge that ICANN may have rights to take action with respect to the performance of covenants, obligations and agreements of Sky IPI under the Registry Agreement prior to the Effective Date or any breaches of the Registry Agreement by Sky IPI 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 Sky IPI's assignment of the Registry Agreement to SIAG pursuant to this Agreement.

Any disputes in relation to this Agreement shall be governed and construed in accordance with English law, and the courts of England and Wales shall have exclusive jurisdiction to hear them. This Agreement may be signed in counterparts, each of which taken together shall constitute one original.

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

Sky IP International Limited

By: 

Name: CHAIS TAYLOR

Title: DIRECTOR

Sky International AG

By: 

Name: Celia Pendery

Title: Director

By: 

Name: Michael Christodoulou

Title: Director