

## **ASSIGNMENT AND ASSUMPTION AGREEMENT**

### **Dot-SOFTWARE Registry Agreement**

This Assignment and Assumption of the Dot-SOFTWARE Registry Agreement ("Assignment and Assumption Agreement") is entered into as of 7 May 2014 (the "Effective Date") by and between Over Birch, LLC, a Delaware limited liability company with its principal place of business located at 155 108th Avenue NE, Suite 510, Bellevue, WA 98004 USA ("Over Birch") and United TLD Holdco, Ltd., a Cayman Islands corporation with its principal place of business located at Uglan House, South Church Street, George Town, Grand Cayman KY1-1104, Cayman Islands ("United TLD"). The parties to this Agreement shall be referred to individually as a "Party" and collectively as the "Parties."

#### **RECITALS**

A. Over Birch is a party to that certain Registry Agreement entered into 20 March 2014, by and between Over Birch and the Internet Corporation for Assigned Names and Numbers, a California nonprofit public benefit corporation ("ICANN") for the .software top-level domain (the "Registry Agreement").

B. Pursuant to Section 7.5 of the Registry Agreement, in a letter from Over Birch's parent, Donuts, Inc. dated April 25, 2014, Over Birch requested ICANN's prior written consent to an assignment of the Registry Agreement from Over Birch to United TLD.

C. On 2 May 2014, ICANN granted its conditional written consent ("ICANN's Consent") to Over Birch for assignment of the Registry Agreement to United TLD.

D. Having received ICANN's Consent as aforementioned, and both Parties having represented herein below its fulfillment of all conditions of ICANN's Consent, Over Birch hereby desires to assign its rights and obligations under the Registry Agreement to United TLD, and United TLD hereby desires to assume Over Birch'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 now agree as follows:

1. Over Birch hereby assigns, transfers, and conveys to United TLD all of Over Birch's rights, obligations, title, and interest in and to the Registry Agreement.

2. United TLD hereby accepts the assignment of the Registry Agreement and assumes all liabilities of Over Birch relating thereto, whether contingent or accrued, and further agrees to assume and perform all of the covenants, obligations and agreements of Over Birch under the Registry Agreement from and after the Effective Date.

3. The Parties hereby agree that United TLD shall be substituted for Over Birch as the Registry Operator for all purposes of the Registry Agreement.

4. 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.

5. The Parties hereby acknowledge that ICANN's Consent to Over Birch's assignment of the Registry Agreement does not waive any rights ICANN may have to take action with respect to the performance of covenants, obligations and agreements of Over Birch under the Registry Agreement prior to the Effective Date or any breaches of the Registry Agreement by Over Birch occurring prior to the Effective Date.

6. 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 Over Birch's assignment of the Registry Agreement to United TLD pursuant to this 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.

**OVER BIRCH, LLC**

By: [Redacted Signature]

Name: [Redacted Name]

Title: [Redacted Title]

**UNITED TLD HOLDCO, LTD.**

By: [Redacted Signature]

Name: [Redacted Name]

Title: [Redacted Title]